

**SERIAL 07100 RFP RYAN WHITE PART A SERVICES - OUTREACH SERVICES –WMD
(CONTRACT – Southwest Center)**

DATE OF LAST REVISION: March 16, 2011

CONTRACT END DATE: March 31, 2014

AMENDMENT #1(DTD 11/26/10) SEE CHANGES TO SECTIONS: 1.0, 2.0, 2.1, 3.3.2 – 3.3.9, 3.4 – 3.4.2, 3.5.1 – 3.5.4, 3.6.1 – 3.6.5, 3.7 – 3.7.1 A–G, 3.8.1, 3.8.2, 3.18.1.2, 3.20, 3.21.1, 3.21.3, 3.21.2, 3.22.1, 3.22.3, 3.22.4, 3.23.1 – 3.23.3, 3.23.5, 3.24.1, 3.24.2, 3.25.1 -3.25.9, 3.26.1 – 3.26.3, 3.26.5 – 3.26.9, 3.27.1 – 3.27.5, 3.28.1 – 3.28.3, 3.29.1 – 3.29.7, 3.31, 3.33.1, 3.33.2, 3.35.4, 3.35.5, 3.35.6, 3.35.7, 3.43.2, 3.44, 3.50.1, 3.50.2, 3.51 – 3.51.4, 3.52.1, 3.53, 3.53.1, 3.54, 3.55.2 – 3.55.5 and 3.61 - 3.63

CONTRACT PERIOD THROUGH MARCH 31, 2014

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for RYAN WHITE PART A SERVICES - OUTREACH SERVICES – ~~HCM~~ WMD

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **February 20, 2008 (Eff. March 01, 2008)**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

AS/mm
Attach

Copy to: Materials Management
Chris Bradley, Business Strategies and Health Care Programs
Rose Conner, Workforce Management and Development

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

Signature:

Date:

1.0 SCOPE OF SERVICES:

Outreach Services are programs that have as their principal purpose identification of people with unknown HIV disease or those who know their status so that they may become aware of, and may be enrolled in care and treatment services (i.e., case finding), not HIV counseling and testing nor HIV prevention education. These services may target high-risk communities or individuals. Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that individuals with HIV infection will be reached; and be designed with quantified program reporting that will accommodate local effectiveness evaluation.

Services may include Early Intervention Services (EIS) activities including counseling individuals with respect to HIV/AIDS; testing (including tests to confirm the presence of the disease, tests to diagnose the extent of immune deficiency, tests to provide information on appropriate therapeutic measures); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures.

Outreach Contractors are considered Contractors for Minority AIDS Initiative (MAI) funding if the Contractor and County identify the need for the Contractor to serve HIV/AIDS positive minorities as defined by the current MAI implementation plan.

***NOTE:** The administering entity for this contract is the County's Workforce Management and Development department's Ryan White Part A Administrative Agent. The following terms will be used interchangeably throughout this document to refer to the administering entity: "Ryan White Part A", "Administrative Agent (AA)", and "Maricopa County Workforce Management and Development (MCWMD)".

~~Emphasis on Primary Medical Care services: MCHCM continues to emphasize more specialized care with the value of improved clinical outcomes associated with care from HIV knowledgeable/experienced providers, expanded access to and availability of mental health services, and specialized medication adherence and monitoring support. FY2007 funding for Primary Medical Care is \$296,726 (5% of allocations).~~

- ~~● Increased access to care in rural areas: Expanded partnerships with clinics in the rural areas of the EMA are being currently being developed by the Administrative Agency and the Planning Council. Cost effectiveness and service delivery challenges are being addressed to provide the improved outcomes associated with patient compliance while addressing the underserved and disproportionately impacted rural areas of the EMA. Primary care services are being competitively bid in FY2007 to increase geographic diversity of services and provide greater accessibility to core and support services.~~

~~● PLANNING COUNCIL DIRECTIVES~~

- ~~● In the ongoing efforts of the Ryan White Part A Planning Council to reach the historically underserved communities, the following directives have been issued for Outreach Services:~~
- ~~● It is the responsibility of the Provider(s) to adequately promote the availability of their (awarded) service category(ies), including locations and hours. For more details, see section 4.28, PROGRAM MARKETING INITIATIVES, of this RFP.~~

2.0 CONTRACTURAL ADMINISTRATIVE LANGUAGE:

2.1 REFERENCES:

Respondents must provide **in this application** (SEE SERVICE PROVIDER APPLICATION FORM) **and at the County's request at any time during the life of this contract** at least five (5) reference accounts to which they are presently providing like service **and/or to which they provide or receive HIV/AIDS service referrals**. Included must be the name of the government

or company, individual to contact, phone number, street address and e-mail address. Preference may be given to Respondents providing government accounts similar in size to Maricopa County.

2.2 CONTRACTOR LICENSE REQUIREMENT:

The Respondent shall procure all permits, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his business. The Respondent shall keep fully informed of existing and future Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same.

Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

2.3 CONTRACTOR STATUS:

The Contractor is an independent Contractor in the performance of work and the provision of services under this Contract and is not to be considered an officer, employee, or agent of Maricopa County

2.4 PROPRIETARY INFORMATION:

Proprietary information submitted by a Respondent in response to a Request for Proposal shall remain confidential as determined by law or regulation.

2.5 CONTRACT REPRESENTATIVES:

Any changes in the method or nature of work to be performed under a Contract must be processed by the County's authorized representative. Upon the execution of a Contract, the County will name its representative who will be legally authorized to obligate the County.

2.6 FINANCIAL STATUS:

All Respondents shall make available upon request a current audited financial statement, a current audited financial report, or a copy of a current federal income tax return prepared in accordance with Generally Accepted Accounting Principles or Standards. Failure or refusal to provide this information within five (5) business days after communication of the request by the County shall be sufficient grounds for the County to reject a response, and to declare a Respondent non-responsive as that term is defined in the Maricopa County Procurement Code.

If a Respondent is currently involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a Respondent or receiver has been appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent must provide the County with that information, which the County may consider that information during evaluation. The County reserves the right to take any action available to it if it discovers a failure to provide such information to the County in a response, including, but not limited to a determination that the Respondent be declared non-responsive, and suspended or debarred, as those terms are defined in the Maricopa County Procurement Code.

By submitting a response to the Request for Proposal, the Respondent agrees that if, during the term of any Contract it has with the County, it becomes involved as a debtor in a bankruptcy proceeding or becomes involved in a reorganization, dissolution or liquidation proceeding, or if a Respondent or receiver is appointed over all or a substantial portion of the property of the Respondent under federal bankruptcy law or any state insolvency law, the Respondent will

immediately provide the County with a written notice to that effect and will provide the County with any relevant information it requests to determine whether the Respondent will be capable of meeting its obligations to the County.

2.7 REGISTRATION:

Respondents are required to be registered with Maricopa County if they are selected for an award of any County Business. Failure to comply with this requirement in a timely fashion will cause Respondent's response to be declared non-responsive. Respondents shall register on the Maricopa County Web Site at www.maricopa.gov/materials. Click on vendors to enter BuySpeed registration screen. *Also see Exhibit 1*

2.8 AWARD OF CONTRACT:

Contracts awarded pursuant to the provisions of this section will not be solely on price, but will include and be limited to evaluation criteria listed in the Request for Proposal. The Contract will be awarded to the Most Advantageous Respondent(s). The Contract may be awarded in whole, by section, or geographic area as required.

2.9 POST AWARD MEETING:

The successful Contractor(s) may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. The Procurement Officer of this Contract will coordinate this meeting.

3.0 **CONTRACTUAL TERMS AND CONDITIONS**

3.1 TERM

This Contract is for a term of THREE (3) YEARS beginning on the date of contract award, or the effective date, as clearly noted in award notification documents.

3.2 OPTION TO EXTEND:

The County may, at their option and with the approval of the Contractor, extend the period of this Contract up to a maximum of three (3), one (1) year options, (or at the County's sole discretion, extend the contract on a month to month bases for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. The fee for any extension period shall be subject to negotiation prior to activation of such extension.

3.3 COMPENSATION:

3.3.1 The County reserves the right to reallocate funding during the contract period so that the services provided and corresponding contract amount may be decreased or increased, via contract amendment or Task Order, at the discretion of the County.

3.3.2 ~~Subject to the availability of funds, County shall pay the Contractor for the services described herein for a sum not to exceed the Contract Amount listed on the cover page of this contract.~~ County will pay the Contractor on a **monthly basis for approved services and expenses and in accordance with the reimbursement methodology determined by the County's Administrative Agent: either fee-for service or unit cost reimbursement basis in accordance with the Contractor's approved fee schedule, which follows.** The total funds paid to the Contractor will be dependent upon the **approved invoice according to the Administrative Agent number of units of service performed by the Contractor.** County does not guarantee a minimum payment to the Contractor. County will not reimburse **for fee-for service activities when an appointment is**

~~canceled either by the client or Contractor. Contractors for missed or canceled appointments by either the service provider or by the client(s).~~

- 3.3.3 ~~Ryan White CARE Act funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals.~~
- 3.3.4 The Contractor understands and agrees to notify the County of any deviations or changes to any budget line of the ~~underlying~~ **current** budget of this contract within **30** days of such change.
- 3.3.5 The Contractor shall be compensated for services provided only by the staff classifications/positions included/referenced in the ~~underlying~~ **current approved** budget.
- 3.3.6 Unless specifically allowed and referenced elsewhere in this contract, all services are to be provided at **approved** Contractor sites and/or venues. Services provided at non-authorized locations or venues will not be reimbursed by the County.
- 3.3.7 The Contractor shall provide monthly financial and corresponding programmatic reports per the reporting schedule to the County. If the Contractor is not in compliance **due to** ~~because of~~ non-performance, submission of reports after deadlines, insufficient back-up statements or improperly **completed signed** forms, the Contractor may not be reimbursed **or reimbursement may be delayed**. ~~Furthermore, program non-compliance can delay reimbursement until program compliance issues and any other related financial consequences are resolved. Multiple~~ **Furthermore**, instances of non-compliance with **billing and** reporting requirements may result in the County reducing the Contractor's reimbursement by up to 10% of the corresponding month's billing. Billing forms and instructions are included in ~~sections 4 and 6 of the current~~ **current** Ryan White Part A Program Policies and Procedures Manual. ~~Billing forms and instructions are included in sections 4 and 6 of the Ryan White Part A Program Policies Manual.~~
- 3.3.8 ~~The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data. See Exhibit 3 for a sample billing packet.~~
- 3.3.9 The actual amount of consideration to be paid to the Contractor depends upon the actual hours worked, ~~and the services provided~~ **and related expenses as stated in the current approved budget and Work Plan or as modified by contract amendment or appropriately executed task order**. Any un-obligated balance of funds at the end of this Agreement period will be returned to the County in accordance with instruction provided.

3.4 ~~PAYMENT~~

- 3.4.1 ~~As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Attachment "B" **Budget Worksheet**, or as modified by contract amendment or appropriately executed "task order".~~
- 3.4.2 ~~Payment shall be made upon the County's receipt of a properly completed invoice. Invoices shall contain the following information: Contract number, purchase order number, item numbers, description of supplies and/or services, sizes, quantities, unit prices, extended totals and any applicable sales/use tax.~~

3.5 INVOICES AND PAYMENTS:

- 3.5.1 The Contractor shall submit **electronically to the Administrative Agent** one (1) legible copy of their detailed **monthly** invoice before payment(s) can be made. ~~At a minimum, the invoice must provide the following information:~~

- ~~3.5.1.1 Company name, address and contact~~
- ~~3.5.1.2 County bill to name and contact information~~
- ~~3.5.1.3 Contract Serial Number~~
- ~~3.5.1.4 County purchase order number~~
- ~~3.5.1.5 Invoice number and date~~
- ~~3.5.1.6 Payment terms~~
- ~~3.5.1.7 Date of services~~
- ~~3.5.1.8 Quantity (number of days or weeks)~~
- ~~3.5.1.9 Description of Purchase services~~
- ~~3.5.1.10 Pricing per unit of purchase~~
- ~~3.5.1.11 Extended price~~
- ~~3.5.1.12 Total Amount Due~~

- 3.5.2 **Contractor will submit the invoice packet for services performed on or before the fifteenth (15th) calendar day following the month in which services were performed.**
- 3.5.3 **The invoice must include the requirements as outlined in the Ryan White Part A's current policies and procedures manual.**
- 3.5.4 Contractors providing medical services are required to utilize HCF-1500 ~~or~~ UB-92 or other standardized medical claim forms **for claims as agreed to with the Administrative Agent, and to submitted these** to the Ryan White Part A Program in addition to the **other required invoice reports and forms. Monthly Fiscal and Program Monitoring reports (Section 4.27 of this RFP)**

~~Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.~~

3.6 METHOD OF PAYMENT:

- 3.6.1 ~~Contractor will submit Monthly Fiscal and Program Monitoring Report for services performed on or before the fifteen (15th) business day following the month in which services were performed.~~
- 3.6.2 Subject to the availability of funds, County will, within sixty **(60) working business** days from the date of receipt of the documents enumerated herein, process and remit to the Contractor a warrant for payment up to the maximum total allowable for services provided or work performed during the previous month. **Payment may be delayed or reduced if invoices are in non-compliance due to late submission, improperly completed or missing documentation/information or for other contract non-compliance occurring in the related grant year. Other non-compliance issues that may delay or reduce payments can be related to any contractual issue, and may not necessarily be related to the bill itself.** Should County make a disallowance in the claim, the claim shall be processed for the reduced amount. If the Contractor protests the amount or the reason for a disallowance, the protest shall be construed as a dispute concerning a question of fact within the meaning of the "Disputes" clause of the Special Provisions of this Contract.
- 3.6.3 The Contractor understands and agrees that County will not honor any claim for payment submitted 60 **calendar** days after date of service. The Contractor understands and agrees that County will not process any claim for payment for services rendered prior to the end of the contract period which are submitted sixty **(60) calendar** days after the end of the contract period without approval of County. For claims that are subject to AHCCCS Regulation R9-22703.B1, County will not honor any claim for payment submitted nine months after date of service. **Claims submitted 45 calendar days from the last day of the grant year will not be honored or reimbursed.**

- 3.6.4 Payments made by County to the Contractor are conditioned upon the timely receipt of applicable, accurate and complete **invoice** reports **and forms** submitted by the Contractor. All monthly **invoices** ~~fiscal and program monitoring reports~~ must be supported by auditable documentation, which is determined to be sufficient, competent evidential matter defined by the County.
- 3.6.5 The Contractor understands and agrees to maximize all other revenue streams including self-pay and all sources of third party reimbursements. **The Contractor understands and agrees that all self-pay and third party payments must be exhausted to offset program costs before Ryan White funds are used.** The Contractor must **have policies and procedures documented and in place to determine and bill these other potential payment sources.** These third party payers include but are not limited to Regional Behavioral Health Authority (RBHA), **Arizona Health Care Cost Containment Services (AHCCCS), Arizona Long Term Care system (ALTCS), Veteran's Administration (VA), TRICARE Standard and Medicare and private/commercial or other insurance.** **The Contractor will determine** eligibility of clients and assist with client enrollment whenever feasible. ~~The Contractor understands and agrees that all third party payments must be exhausted to offset program costs before Ryan White CARE Act funds are used.~~ **Payments collected by the Contractor for Ryan White services must be recorded as Program Income in the Contractor's financial management system and deducted from bills issued to the County. Program income records must be made available to the County for assurance that such revenues are used to support related services.**

3.7 BUDGET, REVENUES AND EXPENDITURES:

- 3.7.1 ~~Contractor will submit Monthly Fiscal and Program Monitoring Reports for services performed on or before the fifteenth (15th) working day following the month in which services were performed. The billing packet includes a combination of pre-printed forms and CAREWare based reports and are to be printed and submitted in hard copy form to the Ryan White Part A office an example billing packet is in Exhibit 3. The Contractor shall prepare and submit to County a budget and Work Plan using the current Ryan White Part A-approved formats at the beginning of each grant year in accordance with the stated funds allocated on the most recently issued task order. If the task order is increased or decreased at any time throughout the duration of the grant year, a revised budget and Work Plan may be required.~~
- A. The total administrative costs budgeted, including any **federally** approved indirect rate (inclusive of contractor and subcontractor(s)) cannot exceed **10%** of the amount of the current grant ~~contract~~ award. **Any amount of administrative expenditures in excess of 10% will be reimbursed to County.**
 - ~~B. Administrative expenditures for this contract cannot exceed 10% of the total expenditures of this contract. Any amount of administrative expenditures in excess of 10% will be reimbursed to MCDHCM, Ryan White Part A Program.~~
 - C. **Contractor agrees that all expenditures are in accordance with the current approved budget.** Any ~~disallowed~~ expenditures deemed unallowable by the Administrative Agent are subject to the Contractor submitting a full reimbursement **to the County MCDHCM, Ryan White Part A Program.**
 - D. Contractors agrees to establish and maintain a "Financial Management System" that is in accordance with the standards required by ~~the~~ **Federal** OMB Circular A-110, Subpart C. Such system must also account for both direct and indirect cost transactions, reports on the results of those transactions, are in compliance with the requirements of OMB Circular A-21 and generally accepted accounting principles.
 - ~~E. Agree that all expenditures are in accordance with the budget as approved and attached to this Agreement.~~

- F. All expenditures and encumbered funds shall be final and reconciled no later than ~~90~~ 45 days after the close of the grant year.
- G. Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Plan of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly invoice by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.**

3.8 DUTIES

- 3.8.1 The Contractor shall perform all duties stated in Attachment "C" WORK PLAN **the current approved Work Plan for that grant year and/or as directed by the current Ryan White Part A policies and procedures manual.**
- 3.8.2 The Contractor shall perform services at the location(s) and time(s) **as stated in this application, the current approved work plan** ~~"stated in"~~ or as otherwise directed in writing, via contract amendment and/or task order.

3.9 INDEMNIFICATION:

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions or mistakes relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property, including loss of use resulting there from, caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract including any person for whose acts, errors, omissions or mistakes Contractor may be legally liable. The contractor shall include a clause to this effect in all subcontracts inuring to the benefit of the Contractor or County

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the sole negligence of County.

3.10 INSURANCE REQUIREMENTS:

- 3.10.1 The Contractor shall have in effect at all times during the term of this Contract insurance which is adequate to protect Maricopa County, its officers and employees, participants and equipment funded under the Contract against such losses as are set forth below. The Contractor shall provide County with current documentation of insurance coverage by furnishing a Certificate of Insurance or a certified copy of the insurance policy naming Maricopa County as an additional insured.
- 3.10.2 The following types and amounts of insurance are required as minimums:
- 3.10.2.1 Worker's Compensation as required by Arizona law
 - 3.10.2.2 Unemployment Insurance as required by Arizona law

- 3.10.2.3 Public Liability, Body Injury and Property Damage policies that insure against claims for liability for Contractor's negligence or maintenance of unsafe vehicles, facilities, or equipment brought by clients receiving services pursuant to this Contract and by the lawful visitors of such clients. The limits of the policies shall not be less than \$1,000,000.00 for combined single limit.
- 3.10.3 Automobile and Truck Liability, Bodily Injury and Property Damages:
 - 3.10.3.1 General Liability, each occurrence; \$500,000.00
 - 3.10.3.2 Property Damage; \$500,000.00
 - 3.10.3.3 Combined single limit; \$1,000,000.00
- 3.10.4 Standard minimum deductible amounts are allowable. Any losses applied against insurance deductibles are the sole responsibility of the Contractor.
- 3.10.5 Professional Liability Insurance; \$1,000,000.00
- 3.10.6 The Contractor will immediately inform the Director of any cancellation of its insurance or any decrease in its lines of coverage at least thirty (30) days before such action takes place.
- 3.11 Certificates of Insurance.
 - 3.11.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND UNDERSTANDS THAT FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF THIS CONTRACT.

In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.
 - 3.11.2 **Cancellation and Expiration Notice.**

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.
- 3.12 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director
320 West Lincoln Street
Phoenix, Arizona

3.13 REQUIREMENTS CONTRACT:

- 3.13.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.
- 3.13.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.
- 3.13.3 Contractor agrees to accept oral cancellation of purchase orders.

3.14 TERMINATION:

- 3.14.1 County may terminate this Contract at any time with thirty (30) days prior written notice to the other party. Such notice shall be given by personal delivery or by Registered or Certified Mail.
- 3.14.2 This Contract may be terminated by mutual written agreement of the parties specifying the termination date therein.
- 3.14.3 County may terminate this Contract upon twenty-four (24) hours notice when County deems the health or welfare of a patient is endangered or Contractor non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Contract will terminate upon the expiration date of this Contract as stated on the Cover Page.

3.15 DEFAULT:

County may suspend, modify or terminate this Contract immediately upon written notice to Contractor in the event of a non-performance of stated objectives or other material breach of contractual obligations; or upon the **happening** of any event, which would jeopardize the ability of the Contractor to perform any of its contractual obligations.

3.16 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

3.17 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

3.18 USE OF SUBCONTRACTORS:

- 3.18.1 The use of subcontractors and/or consultants shall be pre-approved by the County. If the use of subcontractors is approved by County, the Contractor agrees to use written subcontract/consultant agreements which conform to Federal and State laws, regulations and requirements of this Contract appropriate to the service or activity covered by the subcontract. These provisions apply with equal force to the subcontract as if the

subcontractor were the Contractor referenced herein. The Contractor is responsible for Contract performance whether or not subcontractors are used. The Contractor shall submit a copy of each executed subcontract to County within fifteen (15) days of its effective date.

3.18.1.1 All subcontract agreements must provide a detailed scope of work, indicating the provisions of service to be provided by both the Contractor and Subcontractor.

3.18.1.2 All subcontract agreements must include a detailed budget and **work plan narrative**, identifying all administrative **and direct service** costs as defined in **the Budget, Revenues and Expenditures** section of this contract H.

3.18.1.3 All subcontract agreements must document the qualifications and ability to provide services by the subcontracting agency.

3.18.2 The Contractor agrees to include in any subcontracts a provision to the effect that the subcontractor agrees that County shall have access to the subcontractor's facilities and the right to examine any books, documents and records of the subcontractor, involving transactions related to the subcontract and that such books, documents and records shall not be disposed of except as provided herein.

3.18.3 The Contractor shall not enter into a subcontract for any of the work contemplated under this Agreement except in writing and with prior written approval of the County. Such approval shall include the review and acceptance by the County of the proposed subcontractual arrangement between the Contractor and the subcontractor

3.19 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties. All amendments shall clearly state the effective date of the action.

3.20 TASK ORDERS:

Contractor shall not perform a task other than those found/defined in the contract award document. Task Orders may be issued by the Administrator of this contract. Task Orders will be communicated via written document **and** shall include, but is not limited to: budget amount, ~~work plan~~, reference to special conditions of award, and/or any special **service and** reporting requirements. Amended Task Orders can be issued at any time **during the grant year**. Both parties shall sign ~~an~~ **a new or** amended Task Order.

3.21 CHANGES:

3.21.1 The Maricopa County Department of **Workforce Management and Development** ~~Health Care Mandates~~, with cause, by written order, make changes within the general scope of this Contract in any one or more of the following areas (Also see **AMENDMENTS & TASK ORDER SECTIONS**):

3.21.1.1 Work Statement activities reflecting changes in the scope of services, funding source or County regulations,

3.21.1.2 Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by funding source or County regulations, policies or requirements, and/or,

3.21.1.3 Contractor fee schedules, **reimbursement methodologies** and/or **schedules and/or** program budgets.

Examples of cause would include, but are not limited to: non-compliance, under performance, **service definition changes**, reallocations **or other directives approved by** ~~from~~ the Planning Council, or **any other reason deemed necessary by the Administrative Agent.** ~~approved directives from the Planning Council.~~

- 3.21.2 Such order will not serve to increase or decrease the maximum reimbursable ~~unit rate~~ amount to be paid to the Contractor. Additionally, such order will not direct substantive changes in services to be rendered by the Contractor.
- 3.21.3 Any dispute or disagreement caused by such written order shall constitute a "Dispute" within the meaning of the Disputes Clause found within this Contract and shall be administered accordingly.

3.22 AUDIT REQUIREMENTS:

- 3.22.1 If the Contractor expends **\$500,000** or more from all contracts administered and/or funded via County, and/or receives **\$500,000** or more per year from any federal funding sources, the Contractor will be subject to Federal audit requirements per P.L. 98-502 "The Single Audit Act." The Contractor shall comply with OMB Circulars A-128, A-110, and A-133 as applicable. The audit report shall be submitted to the Maricopa County **Internal Audit** Department ~~of Public Health~~ for review within the twelve months following the close of the fiscal year. The Contractor shall take any necessary corrective action to remedy any material weaknesses identified in the audit report within six months after the release date of the report **or by a date defined by the Internal Audit Department.** Maricopa County may consider sanctions as described in OMB Circular A-128 for contractors not in compliance with the audit requirements. All books and records shall be maintained in accordance with Generally Accepted Accounting Principles (GAAP).
- 3.22.2 The Contractor shall schedule an annual financial audit to be submitted to County for review within twelve months following the close of the program's fiscal year. Contractor understands that failure to meet this requirement may result in loss of current funding and disqualification from consideration for future County-administered funding.
- 3.22.3 ~~Comply with the requirement of the Federal Office of Management and Budget (OMB) Circular A 133. The Contractor is responsible for having an audit performed in accordance with, and when required, by OMB Circular A 133, and for sending a copy of the report issued as a results of the audit to the County within 30 days of issuance. The County reserves the right to engage an auditor, at the Contractor's expense, to perform an OMB Circular A 133 audit of the Contractor in the event that the Contractor shall fail to engage an auditor or the County shall reject or disapprove of the auditor engaged by the Contractor.~~
- 3.22.4 The Contractor shall also comply with the following OMB Circulars **as applicable to its organization's business status:**
 - 1. A-102 Uniform Administrative Requirements for Grants to State and Local Government.
 - 2. A-110 Uniform Administrative Requirements for Grants and Agreement with Institutions of Higher Education, Hospitals and other non-profit organizations.
 - 3. A-122 Cost Principles for Non-Profit Organizations.
 - 4. A-87 Cost Principles for State and Local Governments.
 - 5. A-21 Cost principles for Education Institutions.

3.23 SPECIAL REQUIREMENTS:

- 3.23.1 The Contractor shall adhere to all applicable requirements of the Ryan White ~~Comprehensive HIV/AIDS Treatment Extension Act of 2009 and/or current authorized or reauthorized Ryan White HIV/AIDS Act. Modernization Act of 2006.~~
- 3.23.2 The Contractor shall participate in ~~a minimum of two (2)~~ provider technical assistance meetings and/or teleconference calls that will be scheduled by the ~~MCDHCM~~ **Administrative Agent** throughout the year.
- 3.23.3 The Contractor shall ~~provide~~ **retain** the necessary administrative, professional and technical personnel for operation of the program.
- 3.23.4 The Contractor agrees to maintain adequate programmatic and fiscal records and files including source documentation to support program activities and all expenditures made under terms of this agreement as required.
- 3.23.5 Contractor agrees to install and utilize the CAREWare client level reporting **software** system as described in the **current** Ryan White Part A Program Policies **and Procedures** Manual. There are no licensing costs associated with the use of -CAREWare-, however, ~~The~~ provider is required to **pay for** ~~cover~~ the costs **related to** ~~for~~ installing and configuring internal firewall devices to gain access to the CAREWare database. **These expenses can be reimbursed by Ryan White if included in the current approved budget.**

3.24 RELEASE OF INFORMATION:

- 3.24.1 The Contractor agrees to secure from all clients **provided service under this contract**, any and all releases of information or other authorization requested by County. Each client file documenting the provision of Part A services must contain a current Administrative Agent authorized release form signed and dated by the client or the client's legal representative. ~~This release form must be signed by the client and grant release of named confidential file information to the Maricopa County Department of Health Care Mandates for the purpose of grant administration/monitoring for a period of five years from date of signature.~~ Failure to secure such releases from clients may result in disallowance of all claims to County for covered services provided to eligible individuals. If service to anonymous clients is specifically allowed and approved by the County **according to the current Ryan White Part A policies and procedures manual or otherwise stated in writing by the Administrative Agent**, this provision does not apply ~~to persons who receive Ryan White CARE Act Part A funded services anonymously.~~
- 3.24.2 **The Contractor agrees to comply with ARS §36-662, access to records. In conducting an investigation of a reportable communicable disease the department of health services and local health departments may inspect and copy medical or laboratory records in the possession of or maintained by a health care provider or health care facility which are related to the diagnosis, treatment and control of the specific communicable disease case reported. Requests for records shall be made in writing by the appropriate officer of the department of health services or local health department and shall specify the communicable disease case and the patient under investigation.**

3.25 CERTIFICATION OF CLIENT ELIGIBILITY;

- 3.25.1 The Contractor agrees to **determine and** certify ~~for~~ eligibility for all clients seeking services supported by Ryan White ~~CARE~~ funds; **according to the requirements** detailed in ~~Section 4 of the~~ **Eligibility section of the current** Ryan White Part A Program Policies Manual. ~~Such certification as detailed below shall be conducted at least every six months of service. Services may be provided to anonymous clients only at the~~

~~specific approval of the MCDHCM and only as and if specified in this contract. Anonymous clients are not subject to the following certification of client eligibility requirements. An individual will be certified by the Contractor as being eligible for services if the following criteria are met:~~

- 3.25.2 **Contractor agrees to charge and document client fees collected in accordance with their sliding fee schedule. This fee schedule shall be consistent with current federal guidelines. This fee schedule must be published and made available to the public. The chart below must be followed when developing the fee schedule.** ~~Documentation in the client's chart of the client's HIV+ status, consistent with HRSA guidelines as described in the MCDHCM Ryan White Title I Policy Manual.~~
- 3.25.3 ~~Documentation in the client's chart that no health and/or other form of insurance is in effect for the client which covers the cost of services available through this program.~~
- 3.25.4 ~~Documentation in the client's chart of client ineligibility for like services under other client and/or public assistance programs.~~
- 3.25.5 ~~Documentation in the client's chart of current residence in the EMA of Pinal and Maricopa counties and verification by Contractor, as detailed in MCDHCM's Ryan White Part A Policy Manual.~~
- 3.25.6 ~~Documentation of client charges consistent with sliding scale specified on the following chart unless the County waives charges.~~

Client Income	Fees For Service
Less than or equal to 100% of the official poverty line	No fees or charges to be imposed
Greater than 100%, but not exceeding 200%, of the official poverty line	Fees and charges for any calendar year may not exceed 5% of the client's annual gross income **
Greater than 200%, but not exceeding 300%, of the official poverty line	Fees and charges for any calendar year may not exceed 7% of client's annual gross income
Greater than 300% of the official poverty line	Fees and charges for any calendar year may not exceed 10% of client's annual gross income

~~** — Free services may be provided to individuals with an annual gross family income of less than **200%** of the official poverty line. Fees must be charged to clients whose annual gross family income is in excess of **200%** of the official poverty line~~

- 3.25.7 ~~The Contractor's schedule of fees and charges must be published and made available to the public. Client income shall be verified and documented consistent with the MCDHCM Ryan White Part A Policy Manual.~~
- 3.25.8 ~~Funds collected by the Contractor in the form of fees, charges, and/or donations for the delivery of the services provided for herein shall be accounted for separately. Such fees, charges and/or donations must be used for providing additional services or to defray the costs of providing these services consistent with the Work Statement of this Contract. As applicable, the Contractor agrees to include, in the underlying budget, the amount of projected revenue from client fees. The amount of funds collected from client fees shall be reported by Contractor in the Monthly Expenditure Report by discrete service. For audit purposes, the Contractor is responsible for maintaining necessary documentation to support provision of services.~~

- 3.25.9 ~~The Contractor is required to have in place a procedure for verifying client eligibility for services. Eligibility for all clients must be recertified biannually (every 6 months), with the exception of HIV Status. Eligibility certification must be documented in each client record. The verification of these elements are a permanent part of the client's record and is to be maintained in a secure location for at least five (5) years after the client has left the service.~~

3.26 QUALITY MANAGEMENT:

- 3.26.1 The Contractor will participate in the ~~EMA~~ Quality Management program as detailed in the ~~MCDHCM~~ **current** Ryan White Part A Program Policies **and Procedures** Manual. See link found on cover page.
- 3.26.2 The Contractor will utilize and adhere to the most current Standards of Care as developed by the Phoenix **Eligible Metropolitan Area** (EMA) Planning Council.
- 3.26.3 The Contractor will develop and implement an agency-specific quality management plan for **Ryan White** Part A-funded services. The Contractor will conduct Quality Improvement projects at the agency level utilizing the Plan-Do-Check-Act (PDCA) model.
- 3.26.4 The Contractor will participate in cross-cutting Quality Improvement projects and report data per the timeline established with the County. Additionally, the Contractor will report quality outcome measures established by the County per the reporting schedule.
- 3.26.5 The Contractor will participate in the Quality Management **activities of the Clinical quality Management Ad-Hoc Advisory** Committee as requested by the County.
- 3.26.6 The Contractor will ~~conduct~~ and provide documentation of quality assurance and improvement activities, including maintenance of client satisfaction surveys and other mechanisms as designated by the County.
- 3.26.7 **The Contractor will maintain** a comprehensive unduplicated client level database of all eligible clients served, **as well as** ~~and~~ demographic and service measures required, and submit this information in the format and frequency as requested by the County. The County will make available to the Contractor software for the collection of this information (**CAREWare**).
- 3.26.8 **The Contractor will maintain** consent to serve forms signed by the clients to gain permission to report their data to County, State and Federal authorized entities and to view their records as a part of site visits and quality management review activities.
- 3.26.9 **The Contractor will participate** ~~Participation~~ in **Quality Management** trainings sponsored by the County **which are deemed** ~~is~~ mandatory. The Contractor understands that non-participation in these types of **activities events** may result in ~~not complying~~ non-compliance with the Standards of Care as mandated by the Ryan White ~~CARE~~ Act. Further, such non-participation in **Quality Management** trainings could result in prompting a performance monitoring site visit.

3.27 REPORTING REQUIREMENTS:

- 3.27.1 The ~~e~~Contractor agrees to submit **monthly invoices as defined in the Invoice and Payments section of this contract.** ~~as a "hard copy" document, Monthly Fiscal and Program Monitoring Reports on or before the fifteenth (15th) day of the month following the end of the reporting period on forms substantially similar to those included in sections 4 and 6 of the Ryan White Part A Program Policies Manual. The billing packet is delivered via hardcopy to the Ryan White Part A office. Reporting requirements includes, but not limited to: 1) A narrative describing progress made towards achieving service~~

~~goals as well as problems and issues impeding program implementation; 2) Expenditure report identifying billing to the MCDHCM for services provided during the reporting period; 3) Compilation of data on a cumulative, yearly, unduplicated count basis shall be required, with data reporting in scanable and/or electronic file formats; 4) Compilation of data for outcome measure studies conducted as mutually agreed by Contractor and the MCDHCM; and 5) And any additional or specific reports deemed necessary under Section IV of this contract.~~

- 3.27.2 ~~The contractor agrees to submit quarterly program monitoring reports on or before the thirtieth (30th) day of the month following the end of the reporting period detailing a quarterly and year to date unduplicated count of clients serviced and the services provided (duplicated count).~~
- 3.27.3 The eContractor agrees to submit **any administrative programmatic quality and/or fiscal reports requested and at the due date defined by the Administrative Agent.** a final end of year program report detailing actual expenditures for the grant year, including administrative expenditures, and an annual unduplicated client level demographic report for the contract year and calendar year no later than 60 days following the close of the grant year.
- 3.27.4 **The Contractor agrees to comply with and submit annual and semi-annual client-level and provider-level data as required by HRSA by the due date(s) defined by the Administrative Agent.**
- 3.27.5 **The Contractor agrees to comply with ARS § 36-621, reporting contagious diseases. Any employee, subcontractor or representative of the Contractor providing services under this contract shall follow the requirements of this law. Specifically, a person who learns that a contagious, epidemic or infectious disease exists shall immediately make a written report of the particulars to the appropriate board of health or health department. The report shall include names and residences of persons afflicted with the disease. If the person reporting is the attending physician he shall report on the condition of the person afflicted and the status of the disease at least twice each week.**

3.28 PROGRAM MARKETING INITIATIVES:

- 3.28.1 When issuing statements, press releases and/or **Internet-based or printed other** documents describing projects, ~~or~~ programs **and/or services** funded in whole or in part with Ryan White Part A funds, the Contractor shall clearly state: ~~1) The percentage of the total costs of the program or project which will be financed with Ryan White funds; 2) The dollar amount of Ryan White funds for the project or program, and 3) The percentage dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. Further, all such statements, press releases, and other documents describing programs or services funded in whole or in part with Ryan White CARE Act funds shall reference the funding source as the federal Department of Health and Human Services, Health Resources and Services Administration, the Ryan White Comprehensive HIV/AIDS Treatment Extension Act of 2009 (or current authorized or reauthorized name of Act) Modernization Act of 2006, and the Maricopa County Workforce Management and Development Department (or department in which the Ryan White Part A program is currently operating) of Health Care Mandates. Such references to funding source must be of sufficient size to be clear and legible.~~
- 3.28.2 Contractor is responsible for advertising Ryan White Part A-funded services. Such advertisement is to promote/incorporate the following components: Services **available** ~~rendered~~, venues/locations, and hours of operation. The content of any and all advertising for these services must be ~~pre-approved by the County and be~~ in a format allowed by Local, State and Federal regulations **and shall contain the funding language referenced in this contract section.**

- 3.28.3 Contractor is responsible to ensure that all appropriate program descriptions, including hours and locations, **and any changes related to these services** are disseminated to the community and other **Ryan White** providers to ensure that clients have access to care. **The Contractor shall be able to document and explain this communication process to the Administrative Agent upon request.**

3.29 OTHER REQUIREMENTS:

- 3.29.1 **Contractor shall comply with all policies and procedures as defined in the current Ryan White Part A Policies and Procedures Manual.**

- 3.29.2 Contractor will maintain discrete client files for all individuals served and will secure the necessary releases of information to allow for periodic review of all pertinent client information by employees of County and/or their designated representatives.

- 3.29.3 ~~Monthly Fiscal and Program Monitoring Reports, Utilization Statistics and HRSA-mandated Administrative Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012~~

~~Monthly Fiscal and Program Monitoring Reports are due on or before the 15th of the month following the end of the reporting period.~~

- 3.29.4 ~~Quarterly Program Utilization reports will be submitted to: Ryan White Title 1 Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within **thirty (30)** days following the month end of the quarterly reporting period.~~

- 3.29.5 ~~Written Annual Expenditure (Close Out), Equipment Log, and Program and Utilization Statistics Reports will be submitted to: Ryan White Part A Program; Maricopa County Department of Health Care Mandates; 4041 N. Central Ave., Suite 1400, Phoenix, Arizona 85012 within 60 days of the expiration of the contract year.~~

- 3.29.6 Contractor shall respond to all ~~additional~~ requests for information solicited by County when they are submitted in writing within **72** hours of receipt of ~~MCDHCM~~ request.

- 3.29.7 Contractor shall participate with a standardized anonymous Consumer Satisfaction Survey issued to all program participants, at least once during the contract year. The survey and procedure is included in the ~~MCDHCM~~ **MCWMD Ryan White Part A Program Policies and Procedures Manual**. See link found on cover page.

3.30 ADEQUACY OF RECORDS:

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that allowable services were provided to eligible clients the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.31 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, **client records** and other documents relevant to this Contract for ~~five six (6 5)~~ **six (6)** years after final payment or until after the resolution of any audit questions ~~which could be more than five (5) years~~, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the ~~Department~~ **County** shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

3.32 AUDIT DISALLOWANCES:

- 3.32.1 The Contractor shall, upon written demand, reimburse Maricopa County for any payments made under this Contract, which are disallowed, by a Federal, State or Maricopa County audit in the amount of the disallowance, as well as court costs and attorney fees which Maricopa County incurs to pursue legal action relating to such a disallowance.
- 3.32.2 If at any time it is determined by County that a cost for which payment has been made is a disallowed cost, County shall notify the Contractor in writing of the disallowance and the required course of action, which shall be at the option of County either to adjust any future claim submitted by the Contractor by the amount of the disallowance or to require repayment of the disallowed amount by the Contractor.
- 3.32.3 The Contractor shall be responsible for repayment of any and all applicable audit exceptions, which may be identified by County, State and Federal auditors of their designated representatives, and reviewed by the Contractor. The Contractor will be billed by the County for the amount of said audit disallowance and shall promptly repay such audit disallowance within 60 days of said billing.

3.33 CONTRACT COMPLIANCE MONITORING:

- 3.33.1 County shall monitor the Contractor's compliance with, and performance under, the terms and conditions of this Contract. On-site visits for Contract compliance monitoring may be made by County and/or its grantor agencies at any time during the Contractor's normal business hours, announced or unannounced. The Contractor shall make available for inspection and/or copying by County, all records and accounts relating to the work performed or the services provided under this Contract, or for similar work and/or service provided under other grants and contracts.
- 3.33.2 **Contractor shall follow and comply with all related corrective action plans and requirements of site visits and subsequent audits conducted by County and its representatives. When monetary penalties are imposed or unallowable costs determined, the County will define how repayment will be made to the County. This may include decreasing or withholding the Contractor's monthly billing or requiring payment to the County.**

3.34 AVAILABILITY OF FUNDS:

- 3.34.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The Director shall be the sole judge and authority in determining the availability of funds under this Contract and County shall keep the Contractor fully informed as to the availability of funds.
- 3.34.2 If any action is taken by any State Agency, Federal Department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this section, at least ten (10) days in advance.

3.35 RESTRICTIONS ON USE OF FUNDS:

- 3.35.1 The Contractor shall not utilize funds made available under this Contract to make payments for any item or service to the extent that payment has been made, or can reasonably be expected to be made, with respect to that item or service:
- 3.35.2 Under any State compensation program, under any insurance policy, or under any Federal, State, or county health benefits program; or
 - 3.35.2.1 By an entity that provides health services on a prepaid basis.
- 3.35.3 Funds shall not be used to purchase or improve (other than minor remodeling) any building or other facility, or to make cash payments to intended recipients of services as referenced in the A.R.S. § 41-2591, R2-7-701 and *Code of Federal Regulations*, Chapter 1, Subchapter e., Part 31, and Public Health Service Grants Policy Statement.
- 3.35.4 The federal Office of General Counsel and County emphasize that ~~CARE~~ **Ryan White** Act funds may only support HIV-related needs of eligible individuals. All activities and expenditures must reflect an explicit connection between any service supported with CARE Act funds and the intended recipient's HIV status.
- 3.35.5 Contractor is not authorized to provide services anonymously, unless specifically approved for the service category in which the Contractor is providing services. All services must only be provided to documented eligible clients as defined in this contract.
- 3.35.6 **Ryan White funds shall not be used to finance the services of lobbyists, fundraisers or grant/proposal writers, nor to support lobbying, fundraising activities and/or the writing of grant/contract proposals**
- 3.35.7 The Ryan White ~~CARE~~ Act limits the administrative expenses to not more than **10%** of the total **grant award** expenditures incurred for that contract. The Act defines allowable "administrative activities" to include:
 - 3.35.7.1 Usual and recognized overhead, including established indirect rates for agencies;
 - 3.35.7.2 Management and oversight of specific programs funded under this title; and
 - 3.35.7.3 Other types of program support such as quality assurance, quality control, and related activities."

3.36 CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS:

- 3.36.1 The Contractor shall, during the term of this Contract, immediately inform County in writing of the award of any other contract or grant where the award of such contract or grant may affect either the direct or indirect costs being paid/reimbursed under this Contract. Failure by the Contractor to notify County of such award shall be considered a material breach of the Contract and County shall have the right to terminate this Contract without liability.
- 3.36.2 County may request, and the Contractor shall provide within a reasonable time, a copy of any other contract or grant, when in the opinion of the Director, the award of the other contract or grant may affect the costs being paid or reimbursed under this Contract.
- 3.36.3 If County determines that the award to the Contractor of such other Federal or State contract or grant has affected the costs being paid or reimbursed under this Contract, County shall prepare a Contract Amendment effecting a cost adjustment. If the Contractor protests the proposed cost adjustment, the protest shall be construed as a dispute within the meaning of the "Disputes" clause contained herein.

3.37 ALTERNATIVE DISPUTE RESOLUTION:

3.37.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

3.37.1.1 Render a decision;

3.37.1.2 Notify the parties that the exhibits are available for retrieval; and

3.37.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

3.37.1.4 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

3.37.2 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

3.38 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

3.39 STRICT COMPLIANCE

Acceptance by County of performance not in strict compliance with the terms hereof shall not be deemed to waive the requirement of strict compliance for all future performance obligations. All changes in performance obligations under this Contract must be in writing.

3.40 NON-LIABILITY:

Maricopa County and its officers and employees shall not be liable for any act or omission by the Contractor or any subcontractor, employee, officer, agent, or representative of Contractor or subcontractors occurring in the performance of this Contract, nor shall they be liable for purchases or Contracts made by the Contractor in anticipation of funding hereunder.

3.41 SAFEGUARDING OF CLIENT INFORMATION:

The use or disclosure by any party of any information concerning an eligible individual served under this Contract is directly limited to the performance of this Contract.

3.42 NON-DISCRIMINATION:

The Contractor, in connection with any service or other activity under this Contract, shall not in any way discriminate against any patient on the grounds of race, color, religion, sex, national origin, age, or handicap. The Contractor shall include a clause to this effect in all Subcontracts inuring to the benefit of the Contractor or County.

3.43 EQUAL EMPLOYMENT OPPORTUNITY:

3.43.1 The Contractor will not discriminate against any employee or applicant for employment because of race, age, handicap, color, religion, sex, or national origin. The Contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, handicap, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall to the extent such provisions apply, comply with Title VI and VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act of 1986 (IRCA) and Arizona Executive Order 99.-4 which mandates that all persons shall have equal access to employment opportunities. The Contractor shall also comply with all applicable provisions of the Americans with Disabilities Act of 1990.

3.43.2 **The Contractor will** Operate under this agreement so that no person otherwise qualified is denied employment or other benefits on the grounds of race, color, sex, religion, national origin, ancestry, age physical or mental disability or sexual orientation except where a particular occupation or position reasonably requires consideration of these attributes as an essential qualification for the position.

3.44 RIGHT OF PARTIAL CANCELLATION:

If more than one service category (Work ~~Plan Statement~~) is funded by this Contract, Maricopa County reserves the right to terminate this Contract or any part thereof based upon the Contractor's failure to perform any part of this contract without impairing, invalidating or canceling the remaining service category (Work ~~Plan Statement~~) obligations.

3.45 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

3.46 INTEGRATION:

This Contract and the respondents' response represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

3.47 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

3.48 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

- 3.48.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:
- 3.48.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
 - 3.48.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3.48.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 3.48.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
- 3.48.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contact.
- 3.48.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

3.49 MEDIATION/ARBITRATION:

In the event that a dispute arises under the terms of this agreement, or where the dispute involves the parties to the agreement, a recipient of services under the terms of this agreement, it is understood that the parties to the dispute shall meet and confer in an effort to resolve the dispute. In the event that such efforts to resolve the dispute are not successful, the parties to the dispute will agree to submit the dispute to non-binding mediation before a mutually agreed upon and acceptable person who will act as the mediator. In the event that such non-binding mediation efforts are not able to resolve the dispute, the parties agree to submit the matter to binding arbitration wherein each party selects their own arbitrator and the two selected arbitrators meet and mutually agree upon the selection of a third arbitrator. Thereafter, the three arbitrators are to proceed with arbitration in a manner that is consistent with the provision of A.R.S. 12-1518.

3.50 CULTURAL COMPETENCY:

- 3.50.1 The Contractor shall meet **and comply with applicable standards of the any and all federal Culturally and Linguistically Appropriate Services (CLAS) standards. The Contractor shall on cultural competency and** develop and implement organizational polices that comply with **these** standards. ~~CLAS Standards are included in section 11 of the Ryan White Part A Program Policies Manual. Also see Exhibit 4.~~
- 3.50.2 The Contractor shall recognize linguistic subgroups and provide assistance in overcoming language barriers by the appropriate inclusion of American Sign Language and languages of clients accessing care. *Also see Exhibit 4.*

3.51 **RYAN WHITE CAREWARE DATA BASE:**

- 3.51.1 The ~~MCDHCM~~ **MCWMD** requires the installation and utilization of HRSA-supplied Ryan White CAREWare software. **CAREWare is used for client level data reporting and monthly billing reports, demographic reports, and various custom reporting.** ~~for reporting purposes, to include quality management program reporting requirements.~~ The Contractor agrees to install, collect, and report all data requested by the ~~MCDHCM~~ **MCWMD** via **Ryan White CAREWare** within **60** days of request by the ~~MCDHCM~~ **MCWMD**. The Contractor agrees to participate in technical assistance training and/or informational presentations for CAREWare at various times scheduled during the contract year.
- 3.51.2 ~~CAREWare is used for client level data reporting and is used for monthly billing reports, demographic reports, and various custom reporting. Samples of these reports can be found in sections 4-6 of the Ryan White Part A Program Policies Manual.~~
- 3.51.3 ~~The CAREWare software is supported by the Part A office for training and end user support.~~ The eContractor is responsible for coordinating the installation of the CAREWare software with their internal information technology staff. CAREWare software is developed by HRSA and requires no licensing fees. The Contractor will be responsible for the cost of **Virtual Provider Network (VPN)** cards for each user within their organization.
- 3.51.4 **The Ryan White Part A office will provide technical assistance to eligible applicants for the implementation, configuration and end user support for the CAREWare database. In addition, technical assistance is made available to eligible applicants to integrate CAREWare with proprietary in-house billing systems on an as needed basis to minimize data entry efforts needed to report client level demographic and service related data.**

~~The CAREWare software and central database are explained in sections 4-6 of the Ryan White Part A Program Policies Manual.~~

3.52 **IMPROPRIETIES AND FRAUD:**

- 3.52.1 The contractor shall notify ~~MCDHCM~~ **MCWMD** in writing of any actual or suspected incidences of improprieties involving the expenditure of CARE Act funds or delivery of services. This will include when potential or current clients receive services, or attempt to receive services, for which they are ineligible. Notification is also required whenever acts of indiscretion are committed by employees that may be unlawful or in violation of this contract. Notification to ~~MCDHCM~~ **MCWMD** shall occur in writing within 24 hours of detection.
- 3.52.2 The Federal Department of HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. Such reports are kept confidential and callers may decline to give their names if they choose to remain anonymous.

Office of Inspector General
TIPS HOTLINE
P. O. Box 23489
Washington, D. C. 20026
Telephone: 1-800-447-8477 (1-880-HHS-TIPS)

- 3.52.3 The Contractor shall be responsibility for any loss of funds due to mismanagement, misuse, and/or theft of such funds by agents, servants and/or employees of the Contractor.

3.53 ADHERENCE TO ~~MCDPH~~ **RYAN WHITE PART A POLICIES:**

3.53.1 Contractor shall adhere to all ~~MCDHCM~~ **MCWMD** Ryan White Part A Program Policies. Such policies are referenced in the current ~~MCDHCM~~ **MCWMD** Ryan White Part A Program Policies **and Procedures** Manual. See link found on cover page.

3.54 REFERRAL RELATIONSHIPS:

Contractors must have documented evidence to substantiate referral relationships on an ongoing basis consistent with HRSA guidance regarding "Maintaining Appropriate Referral Relationships" available from the ~~MCDHCM~~ **MCWMD** upon request.

3.55 POLICY ON CONFIDENTIALITY:

3.55.1 The Contractor understands and agrees that this Contract is subject to all State and Federal laws protecting client confidentiality of medical, behavioral health and drug treatment information.

3.55.2 The Contractor shall establish and maintain written procedures and controls that **ensure the confidentiality of client medical information and records.** ~~comply with Arizona Administrative Code (A.A.C.) R9-1-311 through R9-1-315 regarding disclosure of confidential medical information and records. No medical information contained in Contractor's records or obtained from County, or from others in carrying out its functions under this Contract shall be used or disclosed by Contractor, its agents, officers, employees or subcontractors except as is essential to the performance of duties under this Contract or otherwise permitted under applicable statutes and rules. Disclosure to County is deemed essential to the performance of duties under this Contract. Neither medical information nor names or other information regarding any person applying for, claiming, or receiving benefits or services contemplated in this Contract, or any employer of such person shall be made available for any political or commercial purpose. Information received from a Federal agency or from any person or provider acting under the Federal agency pursuant to Federal law shall be disclosed only as provided by Federal law.~~

3.55.3 **The Contractor shall maintain and document employee and direct service provider training on their organization's policies and procedures related to client confidentiality.**

3.55.4 In accordance with Section 318(e)(5) of the Public Health Service Act [42 U.S.C. 247c(e)(5)], no information obtained in connection with the examination, care or services provided to any individual under any program which is being carried out with Federal monies shall, without such individual's consent, be disclosed except as may be necessary to provide services to such individual or as may be required by laws of the State of Arizona or its political subdivisions. Information derived from any such program may be disclosed (a) in summary, statistical, or other form, or (b) for clinical research purposes, but only if the identity of the individuals diagnosed or provided care under such program is not disclosed. The Contractor shall comply with the provisions of A.R.S. § 36-663 concerning HIV-related testing; restrictions; exceptions and A.R.S. § 36-664 concerning confidentiality; exceptions, in providing services under this Contract.

3.55.5 Confidential communicable disease related information may only be disclosed as permitted by law, and only consistent with the **current** ~~MCDHCM~~ **MCWMD** Ryan White Part A Program Policies Manual. See link found on cover page.

3.56 EQUIPMENT:

3.56.1 All equipment and products purchased with grant funds should be American-made.

3.56.2 The title to any and all equipment acquired through the expenditure of funds received from County shall remain that of the Department of Health and Human Services, Health

Resources and Services Administration. County must specifically authorize the acquisition of any such equipment in advance. Upon termination of this Contract, County may determine the disposition of all such equipment.

- 3.56.3 The Contractor agrees to exercise reasonable control over all equipment purchased with capital outlay expense Contract funds. All equipment lost, stolen, rendered un-usable, or no longer required for program operation must be reported immediately to County for disposition instructions. The Contractor shall report the physical inventory of all equipment purchased with contract funds within sixty (60) days of receipt of such equipment.

3.57 LAWS, RULES AND REGULATIONS:

The Contractor understands and agrees that this Contract is subject to all State and Federal laws, rules and regulations that pertain hereto.

3.58 FORMAT AND CONTENT (WHAT TO PROVIDE-APPLICANT):

To aid in the evaluation, it is desired that all proposals follow the same general format. The proposals are to be submitted in binders and have sections tabbed as below (Responses are limited to no more than 15 pages of narrative, single sided, 10 point font type)

3.58.1 Letter of Transmittal (Exhibit 2)

- 3.58.2 **Narrative – Provide a brief narrative (not to exceed 15 pages), fully describing your organization, and the personnel assigned to this service category and how you plan on meeting the needs of the plwh/a population.**

Provide a brief response to each of the sections listed below:

- **-Targeted population**
- **-How Ryan White funds will be utilized to keep plwh/a in care.**
- **-How your organization will work within the HIV/AIDS community to provide coordinated care to eligible clients**
- **-Your agency's experience with infectious disease.**
- **-Other funding used by your agency to care for plwh/a**

- 3.58.3 Completed Application Form (Attachment A), including any applicable proof of licensing, certifications, etc., as requested. In the event that any given section is not applicable to the service you/your company are offering a proposal response to, the section shall be noted as N/A (not applicable).

3.58.4 Pricing and Budget Form (Attachment B)

3.58.5 Work Plan (Attachment C), fully completed, without exception.

- 3.58.6 Agreement/Signature Page (Attachment D) inclusive of vendor/applicant portion completed and signed.

3.59 EVALUATION OF PROPOSAL – SELECTION FACTORS:

An Independent Review Panel (IRP) shall be appointed, at the direction of the MATERIALS MANAGEMENT DIRECTOR, and chaired by the Materials Management Department to evaluate each Proposal and prepare a scoring of each Proposal to the responses as solicited in the original request. At the County's option, proposing firms may be invited to make presentations to the IRP.

Best and Final Offers and/or Negotiations may be conducted, as needed, with the highest rated Respondent(s). **Proposals will be evaluated on the following criteria which are listed in order of importance and determine the acceptability of each respondent's proposal. (PROPOSALS SHALL BE EVALUATED AS ACCEPTABLE OR NOT ACCEPTABLE BASED ON THE FOLLOWING CRITERIA).**

- 3.59.1 Agency's approach and philosophy and how it relates to the service delivery goals as outlined in the 2006-2009 Phoenix EMA Comprehensive Plan. The goals that apply to service delivery are:
- 3.59.2 Goal 1: Improve delivery of core services and other services to populations with the greatest needs.
- 3.59.3 Goal 2: Improve entry into care by streamlining the eligibility process.
- 3.59.4 Goal 3: Identify individuals who are aware of their HIV status and are not in care, and facilitate their entry into care.
- 3.59.5 Goal 4: Improve access to services through multiple approaches.
- 3.59.6 Goal 5: Provide a continuum of HIV/AIDS services that is culturally and linguistically appropriate.
- 3.59.7 Goal 7: Improve the integration and coordination among care services and between HIV care and prevention.
- 3.59.8 Agency's proven skills and technical competence, including all subcontractor agreements proposed.
- 3.59.9 Staff qualifications and credentials
- 3.59.10 Proposed budget inclusive of unit of service cost(s).

3.60 RESPONDENT REVIEW OF DOCUMENTS.

The Respondent shall review its Proposal/Response submission to assure the following requirements are met.

- 3.60.1 **Mandatory:** One (1) original hardcopy (labeled), three (3) hardcopy copies of their proposal/response, inclusive of all required submissions, and one (1) electronic copy of all required submittal documents, on a CD (**no pdf files**)
- 3.60.2 **Mandatory:** Attachment "A", Application
- 3.60.3 **Mandatory:** Attachment "B", Pricing and Budget Agreement; and
- 3.60.4 **Mandatory:** Attachment "C", Work Plan
- 3.60.5 **Mandatory:** Attachment "D", Signature/Agreement Page
- 3.60.6 **Mandatory:** Narrative as defined in Section 4.58.2 above
- 3.60.7 **Mandatory:** Letter of Transmittal (Exhibit 2)

3.61 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

- 3.61.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
- 3.61.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 3.61.1 of this Section. Contractor and subcontractor shall be given reasonable notice

of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.62 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

3.62.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

3.62.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

3.63 CONTRACTOR LICENSE REQUIREMENT:

3.63.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

3.63.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1502 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

3.64 VENDOR REGISTRATION:

All applicants/respondents shall be registered as a vendor with Maricopa County. No contract awards can be made to a applicant/respondent who has not successfully completed vendor registration. See Exhibit 1 Vendor Registration Procedures.

NARRATIVE

PROPOSED SERVICE

A. Narrative description of proposed program

1. Program Design

Despite ongoing efforts to link individuals infected with HIV to care, the numbers of those who are going untreated is staggering. The challenges these individuals face go far beyond their HIV status. Many are homeless, uninsured, isolated from their families and stigmatized because of their sexual orientation. It is difficult to address an individual's medical needs and adhere to a strict drug regimen if he or she is homeless or lives day to day in a shelter. Being HIV positive is not significantly motivating for an individual to seek care if their core needs are not being met. It is mandatory providers and HIV/AIDS service organizations address a person's needs to live, not simply to survive.

Body Positive has more than 15 years of successful experience providing outreach, education and prevention services to a target population of men who have sex with men (MSM) of all ages, races and ethnicities. According to the Arizona Department of Health Services regional incidence report, men having sex with men is the most frequently reported known mode of HIV transmission and White MSM continue to account for 69.2 percent of HIV/AIDS cases and 75 percent of all cases – including underreported and unknown at risk – in the central region of Arizona. The MSM population continues to have the largest proportion of HIV and AIDS cases to date with MSM/MSM IDU accounting for 70.2 percent of HIV cases diagnosed between 1999-2003 in Maricopa and Pinal Counties as revealed in the report. As of 2005, this group continues to account for approximately 73.3 percent of all new HIV diagnosis. A number of studies have revealed that MSM engage in risky behavior, even in light of massive education efforts promoting risk reduction.

The culture of the MSM population is unique and diverse. MSM still feel as though they are not accepted in society and are often viewed as promiscuous. This is a contributing factor in the high frequency of risk-taking behavior and sexual activity in public sex environments. African American and Latino MSM, who do not identify as gay or bisexual, are among the highest risk group for HIV infection. The psychological effects of stigma against the MSM community have contributed to the prevalence of drug and alcohol abuse in every segment of the MSM community.

But there is a positive side to society's isolation of the MSM community. In response to the stigma, the MSM population has formed a cohesive community that relies on each other and often congregates in popular venues. This is true even for individuals who do not identify solely with the MSM population. In our new world of technology, Internet chat rooms are extremely popular and other Internet venues as a way for gay, bisexual and heterosexual men to find casual and anonymous sex partners. According to the American Public Health Association (2005) and the Journal of Acquired Immune Deficiency Syndromes (2003), the Internet has become even more popular than bathhouses and bars to locate casual and anonymous sex partners. It has become a primary means by which Black and Latino MSM are finding and engaging each other in a variety of sexual and drug-related activities such as bareback sex, party and play associated with crystal methamphetamine, and fetish play. Based on these premises, outreach efforts which include the Internet may be highly successful when reaching the targeted population.

Body Positive proposes four distinct services in this program; a culturally and linguistically appropriate social marketing outreach project, one on one outreach contacts (in person and through the Internet), case findings and intermediary development presentations.

The goal of the Targeted Outreach program is to identify HIV-positive MSM living in Maricopa and Pinal counties and introducing them to (and enrolling them in) care and treatment services. Men will be identified at a variety of gay and bisexual venues where MSM congregate. These venues will include but not be limited to bars, public sex environments, private gyms/bathhouses, sex clubs, parks, and other

venues, parties and pageants. Efforts will be made to promote secure and discreet contact with individuals, mindful that disclosure of HIV status among the MSM population can stigmatize and isolate HIV-positive individuals. Additional efforts will be made to identify MSM living with HIV who may be receiving minimal or no health care services and are in need of services. Men will also be identified through collaborative relationships Body Positive maintains with other AIDS service organizations, prevention programs for the MSM community, private medical providers, health clinics and especially through counseling and testing services throughout Maricopa and Pinal counties.

Brief contacts are a minimum of 15 minutes with an MSM individual who is perceived to be at risk for HIV. The outreach worker will engage the MSM in conversation with and determine if the person knows his HIV status. If the individual does not know his status, he will be referred to Counseling and Testing. When the venue allows for it, HIV counseling and testing will be immediately available on site by a Body Positive staff member who is trained in counseling and testing. Outreach units will be recorded in 15-minute intervals.

A case finding will consist of one individual who is engaged in HIV services for the first time or has not engaged in HIV services in the preceding six months. Once an HIV-positive MSM has been identified through self disclosure, referral from Counseling and Testing or other community collaboration, efforts to link these individuals to services in the community will be top priority. Outreach staff will make a brief assessment of the individual's situation from information given in the short timeframe and will encourage participation in connection to medical services that are most appropriate. Linkage to medical services will be considered a success as additional services will be introduced in this setting. If appropriate, outreach staff will follow up with individuals to assess their usage of additional services. This complete process and verification of linkage to medical services will constitute a case finding.

Intermediary presentations will consist of presentations to targeted community members who have come together in group setting and will benefit from presentation about services offered. Targeted Outreach staff will work closely with service providers, social service staff, or venues that provide service to the MS community or who have access to it. Services provided through the intermediary process will include a 60-minute presentation on HIV, the role of providing services to HIV-positive individuals, and the need for HIV counseling and testing, and linking individuals living with HIV to services. Information will include steps necessary for HIV-positive individuals so they can become aware and may be enrolled in care and treatment services.

Services will be provided at venues throughout Maricopa and Pinal counties to include diverse groups of professional, para-professionals and community members who work with, network with or be associated the MSM population.

2. Expected Outcomes

Resources	Process		Results
Inputs/Key Program Components	Activities	Outputs	Outcomes
Social Marketing Campaign	1. Develop marketing materials 2. Determine appropriate venues/sites for distribution	1. Culturally and linguistically appropriate marketing materials are placed in appropriate venues/sites	1. A diverse group of MSM, who are not reached through more traditional methods, get tested and access services if/when HIV positive. 2. Health of HIV-positive individual is increased
Outreach Contacts (in Spanish)	1. 2,920, 15 minute personal conversations with MSM	1. Assessment of HIV status 2. Assessment of in-service status	1. Referral to Counseling and Testing if appropriate 2. At risk MSM are tested

and/or English)		3. Assessment of risk level	3. Positive MSM are educated about benefits of being linked to services
Case Findings	1. Assessment of HIV-positive MSM service needs.	1. Referral to appropriate services	1. 12 HIV-positive individuals linked to appropriate services for HIV-positive MSM 2. Number of MSM not linked to services is reduced. 3. Health of HIV-positive MSM is increased
Intermediary Presentations	1. Thirty-six, 60-minute presentations on importance of counseling and testing and linkage to services are given.	1. Group members are educated about HIV, counseling and testing and community services/resources.	1. MSM at risk are tested. 2. MSM are linked to services.

The core objective of this program is to identify and directly or indirectly contact HIV-positive MSM who are not receiving care services and then link them to services. Early detection and intervention is vital to maintaining the health and well being of HIV-positive individuals. The very nature of this program promotes this objective by identifying and linking HIV-positive MSM to services.

Body Positive has collaborated with Maricopa County and provides private space for free Counseling and Testing (C&T) two days a week. As counseling and testing is not funded by this contract, Body Positive explored other partnerships to allow for on site C&T. As of November 2007, Body Positive has partnered with Maricopa Integrated Health Systems (MIHS) to provide HIV C&T three days a week. In January 2008 the funding will allow for a Body Positive staff to provide on-site testing and Body Positive for up to 32 hours a week and eight hours in community settings. It is imperative that an individual who is engaged and emotionally prepared to be tested have a comfortable, convenient, accessible and safe place to be tested. The availability of C&T at Body Positive increases the chances that a person will be tested after a conversation with an outreach specialist.

The outcome of the outreach contact and intermediary service is the successful identification and linkage to service of an HIV positive MSM, hence a Case Finding. The outcome of a successful Outreach Contact and Intermediary Development presentation is a Case Finding.

Evaluation and tracking of service will be essential to this program. Outreach staff, in 15-minute increments, will record outreach contacts. HIV status of outreach contacts will be determined through contact self identification, on-site HIV testing, or referral to HIV testing. By providing testing at the outreach site or referral to testing at Body Positive, outreach staff will be able to monitor and follow up with clients who test positive. Once a man has been identified as being HIV positive, an immediate referral will be made. The client will be tracked through a follow-up process to confirm he has engaged in HIV care services.

Intermediary presentations will be recorded with the site of the presentation, a contact person, and phone number. At the end of each presentation an evaluation will be distributed. The evaluation will determine the effectiveness of the program as well as provide information on participants who will be referring men for services. This will allow Body Positive to determine which case findings were results of intermediary presentations.

Once an MSM is engaged in services, he will then participate in the annual survey as required by the funding source. This document will assess the client's satisfaction of all Ryan White HIV services.

3. Project Implementation Plan

Body Positive held the Targeted Outreach for MSM contract through Ryan White Part A for seven years (1999 – 2007). During that time, we have continually performed above standard levels and in some cases exceeded the contract deliverables and collaborated with several AIDS Service Agencies to support them in building a quality outreach program in their communities.

With Body Positive's successful history of serving the MSM community and culturally and linguistically appropriate staff readily available, services can be underway immediately from the contract start date. Body Positive staff is already well connected in many segments of the MSM community and are already present in many venues and sites where MSM congregate. Presentation material is already prepared and ready to be reproduced, eliminating the need for development time. As a past contractor of Part A Targeted Outreach Services, Body Positive has effective and accurate tracking and reporting mechanisms already in place.

There are no perceived barriers to implementation of any aspect of the MSM outreach program with in the 30-day period specified in the contract. Body Positive guarantees service delivery will begin within a short time of receiving a signed contract.

Proposed Timeline for Project Start-up Contract Week

Activities	1	2	3	4	Activity Currently in Place
Develop presentation materials					XX
Develop tracking materials					XX
Develop reporting mechanisms					XX
Develop materials for social marketing campaign (peer focus groups and material development)			X		The initial work is done for most MSM populations – this project will be ongoing to refresh additional materials throughout the life of the contract
Work with community to place social marketing materials in most appropriate places.					XX
Develop evaluation materials to measure success of program					XX
Work with Part A personnel to learn requirements of contract	X				As needed
Develop job descriptions for staff					XX
Recruit and hire staff					XX Current funded staff will remain with the program
Train staff (including cultural competency training)			X		Ongoing as new cultures and sub-groups within the MSM population are targeted
Identify outreach sites and develop relationships with community business owners, police departments, parks and recreation depts.					XX
Work with potential intermediary presentation groups to develop relationships and build trust					XX – additional to be identified, especially Pinal County
Train Counseling and Testing personnel					XX – additional as needed
Develop relationships with HIV service providers in Maricopa and Pinal Counties					XX – scheduling presentations will be done
Counseling and Testing collaboration and collaborations with case management in Maricopa and Pinal Counties will be strengthened					XX
Sites for Internet outreach will be researched and policies for use developed					XX

Begin Initial Targeted Outreach Services – including one on one contacts, case findings, intermediary presentations.	X				
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4. Distinctive Program Features

In this proposal there are several distinctive program features that make the Body Positive proposal comprehensive and unique.

1. Social Marketing Campaign – “Social marketing seeks to influence social behaviors not to benefit the marketer, but to benefit the target audience and the general society.” This technique has been used extensively in international health programs, especially for contraceptives and oral rehydration therapy (ORT), and is being used with more frequency in the United States for such diverse topics as drug abuse, heart disease and organ donation. Social marketing helps uncover the barriers that inhibit individuals from engaging in sustainable behaviors. Social science research has demonstrated social marketing to be an effective tool in fostering and maintaining behavior change. The ultimate objective of social marketing is to influence action. In this instance, it is to influence MSM to know their HIV status and if they test positive to become linked to services. MSM will participate in testing and become linked to services if they believe that the benefits they receive will be greater than the costs they incur. The Body Positive social marketing campaign will be based on an understanding of MSM perceptions of HIV testing and HIV services. Since the MSM population is such a diverse group they are unlikely to be uniform in their perceptions and/or likely responses. The campaign therefore will be partitioned into segments that address different sub-groups of MSM. Each effort will incorporate all of the “4 Ps” including:

- Incorporate an enticing **Product** or the benefits associated with 1) Knowing one’s HIV status and 2) Linkage to services
- Minimizing the **Price** that MSM believe they must pay for knowing their status and linking to services which includes but not limited to the costs of the HIV testing, potential discomfort, the possibility of a positive test result, the cost of services, transportation to services, time to access services, perceived risk of accessing services to immigration status, etc.
- Making the information available in **Places** that will reach MSM and fit their lifestyles. Social and health issues are so complex that they mandate a community effort. Body Positive will collaborate with other organizations in the community to be effective.
- **Promoting** the opportunity for MSM to know their status and link to services with creativity and through channels and tactics that will maximize results. Promotion through public service announcements, billboards, posters, radio, newspapers, media events and community outreach have been shown to be effective. There will be many different MSM audiences that targeted outreach has to address in order to be successful and they must include both the external and internal audiences in the community. External audiences may include: MSM, partners/spouses of MSM, policymakers and gatekeepers; while the internal would include other AIDS service agencies and health and welfare organizations, governmental organizations that provide services or that are involved in some way with either approval or implementation of the program.

The MSM population is constantly changing and so social marketing effects will be regularly monitored and Body Positive is prepared to rapidly alter strategies and tactics.

2. Direct Outreach to Individuals (Street Outreach) – According to Health Resources and Services Administration (HRSA) guidelines “Outreach programs must be planned and delivered in coordination with local HIV prevention outreach programs to avoid duplication of effort; be targeted to populations known through local epidemiologic data to be at disproportionate risk for HIV infection; be conducted at times and in places where there is a high probability that HIV-infected individuals will be reached.”

Body Positive makes a concerted effort to recruit staff member who are members of the target population themselves programs to develop and deliver programs and perform outreach or in collaboration with members of the target population through peer working groups. This lends credibility to our programs, increases their effectiveness and enables us to tailor them for the specific needs of each target community along with the needs of the Ryan White Part A goals and objectives. Our diverse staff members have devoted their professions to servicing the needs of the MSM community. They are MSM

and MSM allies living, working and socializing in that community. We believe our work has made a substantial difference and provided Body Positive with credibility for follow-through, accessibility and personal service. Our staff members are known in the HIV and MSM community for their leadership in community groups such as the Community Planning Group, the Minority Task Force, World AIDS Day celebrations, Phoenix PRIDE Day and Rainbows Festival celebrations.

Body Positive is able to provide Outreach Services to all segments of the MSM community. Through Arizona Department of Health Services, Ryan White Part A, Valley of the Sun United Way grants and many private grants, Body Positive has provided successful services to MSM of all races, ethnicities and sub-populations including MSM who consider themselves straight. By partnering with communities of color and other community organizations, we have successfully provided outreach services to most sub-populations of the MSM community including African American, Latino, Native American, Transgender, IDU, Bear and Leather, HIV positive and others.

Body Positive outreach/prevention staff members are certified to provide HIV counseling and testing for any individuals who are at high risk and wish to be tested on site. Body Positive also partners with the Maricopa County Health Department, Division of Counseling and Testing, to provide testing at the Body Positive office Monday through Friday.

Body Positive has a long history of providing both Ryan White targeted outreach services and Centers for Disease Control (CDC) funded prevention and outreach services to Maricopa and Pinal Counties. Through these service opportunities, we have developed a clear understanding of the boundaries set by each funding source and a collaborative working relationship with other HIV outreach and prevention programs in the community avoiding duplication of services.

Because street outreach is no longer the single most effective way to reach MSM, Body Positive is proposing to incorporate the use of the Internet as a guide to navigate targeted outreach toward MSM venues as an additional strategy to reach MSM with the greatest risk at a time when they need it the most. Recent information has identified Internet chat rooms and “sex-now” list serves as the number one way for gay and bisexual men to find casual and anonymous sex partners – ahead of bathhouses and gay bars. The Internet offers a safer, less threatening space for MSM to honestly discuss sensitive issues like HIV status and linkage to services. According to the American Public Health Association “Black Men who have Sex with other men have strayed away from utilizing public venues as networking sites and has gained an elaborate knowledge and connection with peers through online Internet methods. The Internet has become a primary means by which Black MSM are finding and engaging each other in a variety of sexual and drug related activities.” On June 23, 2004, HIV InSite and the Center for AIDS Prevention Studies convened a panel of experts to discuss the increasing popularity of the Internet as a medium to meet sexual partners among men who have sex with men. Body Positive believes that use of the Internet as a guide to navigate additional high risk venues to meet and complete face to face contacts can prove to be an effective means to reach MSM who would otherwise be inaccessible to outreach workers.

3. Case Findings - A contributor to the steady rate of HIV transmission is the delay between receiving an HIV diagnosis and seeking HIV primary care. After testing positive for HIV, the CDC estimates that approximately 40 percent of those receiving this diagnosis wait a year or more before entering primary care. When people delay their entry into care, they do not get the personal and public health benefits of treatment, such as reduced viral load, which can reduce the risk of transmitting HIV.

Because Body Positive currently maintains a synergistic working relationship with local and statewide HIV service providers, linkage to services for a client is a much faster and easier process. Current working relationships include but not limited to Care Directions, Phoenix Shanti Group, Maricopa County Counseling and Testing, Maricopa Integrated Health Services – Part D and McDowell Healthcare Center, the Grand Canyon affiliate of the American Red Cross, TERROS, Planned Parenthood of Northern and Central Arizona (counseling and prevention), Chicanos Por la Causa, Native American Community Health Center, Ebony House and Phoenix Children’s Hospital. Body Positive recently entered into an agreement with Cenpatico to provide outreach to Pinal County residents via Cenpatico’s contracted providers. This

new relationship will increase Body Positive's access to scores of providers and hundreds of individuals who will benefit from counseling and testing and linkage to services when appropriate.

Body Positive, Care Directions and Cenpatico providers, such as Horizon Human Services, have developed new protocols to work more closely in identifying if a client has been connected with services and is considered active through the case management system. This will help ensure that case findings are reaching those who are not linked to services.

3. Intermediary Presentations - Also key to the success of Targeted Outreach for MSM program is the intermediary presentation component. There must be a commitment for community participation at all levels supporting HIV Counseling and Testing and linkage to services for MSM who are living with HIV. The Intermediary presentation component of this proposal develops a partnership of people who are affected and infected by the HIV epidemic committed and knowledgeable about HIV counseling and testing and available community services. Targeted outreach for MSM is more likely to meet goals and objectives when all communities involved are educated about and committed to a collaborative process.

Body Positive will provide 60-minute presentations to diverse groups from all racial and ethnic backgrounds, economic, faith based, social segments of the community. These presentations will provide educational information about HIV, the importance of counseling and testing, why individuals who test positive need to be connected with services, services in the community and how to begin the linkage process.

5. Staffing Model

Under the direction of the director of prevention, outreach and education, two primary outreach specialists will deliver direct program service. These staff members have more than 15 years of combined experience in the development and delivery of programs to culturally diverse populations. The director has been involved in outreach since his internship and subsequent employment, (close to nine years), with Body Positive.

Outreach specialists chosen to work with this contract will be selected for their cultural and linguistic appropriateness and their connections within the MSM community along with their ability to connect with communities of color. As determined by client needs and contract demands, other outreach staff may be added as needed. Body Positive support staff will assist the program providers with outreach, promotion, and recruitment of program participants. Support staff will also be responsible for monitoring contract compliance and assisting with a monthly grant report.

6. HIV Service Skills and Experience

Body Positive has demonstrated its commitment to serving all people living with HIV/AIDS. Our programs are delivered in "safe", convenient, and culturally appropriate forums for service provision. Current outreach and prevention staff is comprised of 33 percent people of color and 100 percent of the staff is themselves MSM or part of the LGBT community. Body Positive has a commitment to serving the MSM population through:

Community-based and based in community partnerships

Wherever feasible, our programs are developed and delivered by staff that are members of the target population themselves, or in collaboration with members of the target population through peer working groups. This gives our programs credibility and enables us to tailor programs for the specific needs of each target community along with the needs of the Ryan White Title I goals and objectives.

Credibility With the Target Populations

Our outreach staff members have devoted their professions to servicing the needs of the MSM community. They are MSM living, working and socializing in that community. We believe our work has made a substantial difference and provided Body Positive with credibility for follow-through, accessibility and personal service. Our staff members are known in the HIV and MSM community for their leadership in community groups such as the Community Planning Group, the Minority Task Force, World AIDS Day celebrations and Phoenix PRIDE Day celebrations.

Service to all segments of the MSM community

Through Arizona Department of Health Services, Ryan White Part A, Valley of the Sun United Way funding and many private grants, Body Positive has provided successful prevention services to MSM of all races, ethnicities and sub-populations. By partnering with communities of color and other community organizations, we have successfully provided outreach services to most subpopulations of the MSM community including African American, Latino, Native American, Transgender, IDU, Bear and Leather, HIV positive and others. An additional key to our rich history of developing and maintaining long term relationships is our successful co-location with Maricopa County's HIV primary care center, McDowell Healthcare Center which serves over 2,400 infected people each year.

Body Positive is ready and able to meet the needs of MSM of all ethnicities. In the last five years, Body Positive has intensified its outreach efforts in the MSM community. One highly successful program is Body Positive's Man to Man: Sexual Health Seminars funded by the Arizona Department of Health Services are attended by an extremely diverse group of MSM (23 percent African American, 35 percent Hispanic, four percent American Indian, two percent Asian, and 36 percent White). Funding of this proposal will allow us to reach further into the community and bring more positive men into service earlier, decreasing the effects of this devastating disease.

Body Positive is known throughout the community as a team player, collaborator, and an integral component of the HIV/AIDS continuum of services. We have taken the lead in encouraging a true spirit of cooperation and currently maintain a "positive" working relationship with local and statewide HIV service providers. Current working relationships include Care Directions, Phoenix Shanti Group, Maricopa County Counseling and Testing, Maricopa Integrated Health Services – Part D and McDowell Healthcare Clinic, the Grand Canyon affiliate of the American Red Cross, TERROS, Planned Parenthood of Northern and Central Arizona (counseling and prevention), Chicanos Por la Causa, Native American Community Health Center, Ebony House and Phoenix Children's Hospital, Cenpatico and Horizon Human Services.

With more than 15 years experience working with the MSM population Body Positive has the resources, experience, and skills to provide comprehensive services to the MSM population. The need for this service has exceeded all expectations. Body Positive has met these expectations further indicating its ability to serve this unique population. Body Positive continues to grow while providing quality, accessibility, and culturally sensitive programs. By examining our history and services, it is evident Body Positive is prepared to deliver targeted outreach to the MSM community in an efficient and effective manner. In addition, Body Positive's unique ability to provide counseling and testing services at both outreach sites and on site at the agency, increases the probability of men following through with testing referrals.

Body Positive is comprised of a Board of Directors, Advisory Board and staff who are members of the community and many of whom are HIV positive themselves. They therefore fully comprehend the challenges and needs of those in the MSM community and HIV positive individuals. Innovative is an accurate descriptive term for Body Positive in that the collection of services provided surpasses that of any public welfare agency in the nation, particularly given the only access to community based medical research clinical trials in the Southwest. Also noteworthy, is the leadership exhibited by BP in the initiation of the Phoenix Early Intervention Center model and the subsequent cost effective, client friendly co-location with other service providers. The assets of The Phoenix Early Intervention Center include convenient access to a full spectrum of services, including, primary care, dental services, professional and peer-led mental health counseling, skills building courses, family gatherings, nutritional counseling, daycare, respite care, medication adherence education and outreach activities. Our collaborative approach to this proposal and the scope of our Memos of Understanding and Letters of Support participants is another indicator of our experience and history of bringing the community together.

Collaborating Agencies

Aid to Adoption of Special Kids

McDowell Healthcare Center

HIV Care Directions

Arizona Department of Health Services

Phoenix Shanti Group

National Minority AIDS Council – Washington
D.C.

Phoenix Children's Hospital

Southern Arizona AIDS Foundation

Ebony House

Maricopa County Integrated Health Services

Centro De Amistad

Chicano Por la Causa

Concilio Latino De Salud

Native American Community Health Center

Planned Parenthood of Central and Northern
Arizona

Body Positive has been providing HIV service to the Phoenix EMA since 1990 and is a recognized leader in HIV/AIDS service. Body Positive has been recognized by the community for its many accomplishments. Below are some of the agency's awards.

- Arizona Department of Health Services HIV Service Award as Outstanding HIV/AIDS agency for 1998-1999.
- Echo Magazine's Best AIDS Organization 1995-1996.
- United Way Award of Honor 1998.
- Arizona AIDS Foundation's AIDS Awareness Award.
- Arizona Department of Health Service's AIDS Service Ward for "Women Task Force" 1996-1997.
- Arizona AIDS Policy Alliance Distinguished Honor Award 1998.
- Junior League Project Heart Community Program Award 1998-1999.
- Phoenix Pride, "John Bircumshaw Community Service Award" 2006.
- Echo Magazine's "Best Health Services Organization" 2006 .

Body Positive is committed to providing cutting edge AIDS service to the community. The agency is considered an expert locally and nationally as evidenced by the numerous invitations to present state of the art AIDS information at the National Minority Aids Council conference in Denver and Ft. Lauderdale, the American Foundation for AIDS Research (amFAR) conference in San Francisco, Association of Clinical Research Professionals conference in New Orleans, as well as many others in previous years. The Arizona Department of Health Services recognized Body Positive's Men Plus education program as the most successful in the region for 2005.

7. Culturally and Linguistically Appropriate Services

Body Positive prides itself on its recruitment and retention of employees with diverse cultural and ethnic backgrounds. To successfully interact with those in the MSM community, it is incumbent on any AIDS Service Organization to have staff members who are culturally sensitive to the needs of its clients. Discussing and approaching Native American MSM is significantly different than engaging an African American MSM in conversation around HIV prevention. Body Positive has prevention staff members who are members of the GLBT community, who are of various ethnic heritages, who are bilingual and many of whom are HIV positive. The same can be said of the organization's board of directors. Its diversity reflects that of the community which is served by the agency.

Body Positive has made every effort to accommodate the physical challenges, ethnic barriers and cultural diversity of the MSM community and its clients. When a Body Positive client who is deaf requests an interpreter, our agency contacts the Valley Center of the Deaf. This organization provides individuals competent in American Sign Language. We also have multiple outreach staff members who are fluent in Spanish and can converse easily with monolingual individuals. Native American and African American staff members have coached and educated their peers on the unique needs of these individuals.

All materials are in English and in Spanish as deemed appropriate for each program. All Ryan White materials are available in both English and Spanish, including grievance material and intake forms. Body Positive has collaborated with several Valley agencies that target specific MSM populations, i.e. Chicano Por la Causa, Native American Community Health Center and Ebony House. These partnerships have served to benefit the MSM community as each agency gains knowledge from the other. The success of the targeted outreach and other prevention programs are directly related to the ability of Body Positive's staff members to relate to and engage their peers in an open and direct, culturally and linguistically appropriate manner.

8. Quality Management

Body Positive is dedicated to ensuring that its services and programs are of the highest quality. The agency is always seeking input, whether positive or negative, and requests that clients be open and direct with their caregivers regarding the services Body Positive provides. A quarterly client forum is conducted with an open invitation to all clients to attend. The president/chief executive officer and director of prevention, education and outreach are always in attendance to address any issues that clients may have regarding their care and the organization.

One of the many internal tools used to monitor quality is a series of external audits. Clients who utilize any service provided by the agency are provided semi annual and annual surveys to monitor their progress and provide input regarding the quality of services. These completed surveys are evaluated and often provide insight into unmet needs and areas for service improvement.

Body Positive has participated in the clinical trials of over 95 percent of all the approved HIV/AIDS medications. Our clinical trials department has an intricate quality management process as well as staff members who are extremely knowledgeable about quality management. They have the tools needed to assess a perceived or actual problem and the management skills to address and improve processes to eliminate the identified problem. This quality management expertise is not limited to clinical trials but shared among the other directors in the organization.

In the event that a client is receiving services under Ryan White Part A services and reports a potential or perceived lack of quality in services, the client is instructed to initiate the grievance process.

ATTACHMENT A
Application
Proposal

Organization Qualifications

By nature of being a state-licensed facility, strict quality management measures are assured and audited by the Office of Behavioral Health Licensure (OBHL) a minimum of once per year. Currently, the agency is in compliance with these regulations as determined by the OBHL during their most recent visit in May 2007.

Staff Qualifications/Attainment

The staffing model for the proposed services include existing key staff comprised of a program director, clinical director and licensed therapists. The responsibilities of the counseling program staff are to conduct one-on-one sessions with clients, coordinate internal meetings, develop the programmatic session formats/therapy components, research resource linkages, support program promotions, develop mechanisms for enrollment and compile follow-up procedures and reports. Other duties will be assisting with development and implementation of components, distribution of promotional materials and facilitation of sessions. The program director and program specialist will provide clerical services such as preparation of billing documents, materials and other programmatic procedures.

Mental health staff at Body Positive are licensed and qualified to provide individual and/or support group services to clients. Agency mental health staff members have earned master's degrees in mental health-related fields and are licensed as applicable. In the event a client with specific counseling issues needs extended or specialized therapy, a Body Positive mental health staff member will make a referral to one of many collaborating professionals or agencies qualified to work with that individual's unique needs.

Organization Marketing Plan

Body Positive has inducted a full-bodied marketing plan that will promote the vision and mission of the organization through print and broadcast media throughout the Southwest as well as nationwide. Current and future plans incorporate tactics including: media exposure through feature stories and public events; creation of promotional materials to build and support agency programs and fundraising events; Web-based, interactive events; and face-to-face, educational events. Marketing activities will create higher visibility of the agency as well as its major initiatives, which include prevention, education and outreach, wellness and life management, and research.

Body Positive has recently appointed a director of marketing communications to oversee these activities, work in coordination with the agency's overall objectives and support the obligations detailed in this contract.

ATTACHMENT B Pricing & Budget Form

Maricopa County Department of Public Health, as Administrative Agent for the Federal Ryan White C.A.R.E. Act - Title I grant, has created and revised the format for budget submissions for all Providers providing services under the Title I C.A.R.E. Act grant. The attached set of instructions will help you in completion of the Maricopa County Department of Public Health Ryan White Title I budget forms.

The forms can be completed electronically and sent to:_____ or manually and mailed to_____

- | | |
|-----------|--|
| Purpose | In an ongoing effort to continuously improve the quality of service under the Ryan White Title I grant, these forms will enable providers to efficiently create annualized management budgets that accurately record the budgeted costs of services to the community.
These forms create a standard format to accurately provide reporting information required under the administration of Title I funds. Every effort has been taken to ensure that the forms are easily completed and accurately reported. |
| Objective | To standardize the budget system utilized by providers of Ryan White Title I funds that will: <ul style="list-style-type: none"> a. Accurately track and report Administrative Costs and Direct Service Costs separately. b. Minimize risk of exceeding the Administrative Cost Cap (10% of the aggregate award available for service). c. Minimize the real or perceived risk of arbitrary budget approval. |

INSTRUCTIONS -

FORM NAME

FORM NUMBER

Cover Page

B05-CV-1

Use this page to enter the summary information for your organization and Ryan White Title I grant award.
* A separate budget packet, including Cover Page, is required for each Ryan White Title I grant award that you have been awarded.

The Cover Page consists of the following:

Name	Enter the official name of your organization
FEIN	Enter your federal employee identification number
Address	Enter the address of your organization
Authorized Contact	the name of the person to be contacted and allowed to make decisions

Telephone	the telephone number of the Authorized Person
Primary Contact	the name of the person(s) to be contacted primarily (if different from above)
Primary Telephone	the telephone number of the Primary Contact
Email	Email of the Primary Contact
Fax	fax number that you can receive facsimile messages/correspondence
Service Category	the service category of the submitted budget packet (see Service Category in your Contract)
Grant Year	the beginning and ending grant year of your budget submission

Budget Summary

B05-SU-1

This form summarizes all of the line items in the submitted budget packet for the award listed in the Cover Page.

Section I

Summarizes the organizational information provided in the Cover Page.
The information will automatically populate when the Cover Page is complete

Section II

This section summarizes the budget information calculated in the submitted budget packet for this grant.
This form is required for all Ryan White Title I awards issued by Maricopa County Department of Public Health.
This form reports the summary line item amounts allocated as Administrative Costs, Direct Service Cost, and total budget for the budget packet for this service award.

Administrative costs relate to oversight and management of CARE Act funds and include such items as contracting, accounting, and data reporting.

- 1 Administrative Costs, defined in Section 2604(f)(3) defines allowable "subcontractor administrative activities to include:
 - a. Usual and recognized overhead, including establishing indirect rates for agencies; Management and oversight of specific programs funded under this title;
 - b. and
 - c. Other types of program support such as quality assurance, quality control, and related activities."
 Examples include: salaries and expenses of executive officers, personnel administration, accounting, the costs of operating and maintaining facilities, and depreciation or use allowances on building and equipment.

The Administrative Costs Column, including indirect cost, cannot exceed 10% of the total award

**** Indirect Cost - Providers claiming and indirect cost must submit their most current negotiated indirect cost rate issued federally**

- 2 Direct Services allocations are for service that directly benefits Ryan White HIV clients such as staff, medicine and drugs, clinical supplies, etc..

The final determination for cost allocations between Administrative Costs and Direct Service Costs resides with Maricopa County Department of Public Health

If completing this form electronically, the information will automatically populate as the budget packet is completed:

* Enter the indirect rate used by your organization in cell [C134], if applicable - see "indirect cost".

Grant Balance - This cell calculates the amount of the grant less the projected costs. This number must equal 0.

Personnel

B05-PE-1

Use this form to list ALL persons being paid a salary from the Ryan White Title I grant in this budget packet.

This form calculates the applied annual salary and applied annual benefits per individual FTE.

The Provider must determine if the position(s) listed are Administrative, Direct Service, or Both

* for Both, the Provider must indicate how much of the time spent on Ryan White Title I activities are considered administrative.

For example - a Case Management Supervisor may continue with a case load of their own, in this

case, it must be determined how much of their time should be allocated to Administrative duties and Direct Service support.

The Cells referenced in the form (#) requiring entry are:

- (A)** Full Time Hours. This is used to determine the annual hours for full time staff.
(Typically 2,080)
- (B)** Benefits
Enter a brief name of all benefits included for staff and the percentage of gross salary associated with that benefit.
(I.e., Social Security - (FICA) 6.75%)
- (C) and (C-a)** Enter the position title and staff members last name.
- (D)** Enter the FTE, or fraction of full time, that this person will work on this Title I grant
(I.e., A person who spends 1/2 of full time hours on this grant would be .5 FTE)
- (E)** Enter the position's hourly rate
- (H)** Determine whether a persons primary responsibilities on this grant will be for Direct Service activities or Administrative Activities by entering A or D.
* For a staff member who has both responsibilities, enter A

- (I) Enter how much of the persons time is spent on Administrative duties.
(I.e., a staff member can spend 90% of their time doing administrative duties and 10% performing Direct Services.)

The Cells referenced in the form (#) that are calculated are:

F,G,J,K,L,M,N,O,P,Q

These calculations are explained in under each of the Cell references. If submitting this form manually, follow the directions listed in the formula bar.

Travel

B05-TV-1

Use this form to budget any travel expenses associated with the services of the Ryan White Title I Grant.

This form consists of two (2) sections - Mileage and Other Travel

Mileage

This section establishes a budget amount, both Administrative and Direct Service, for mileage reimbursement in conjunction with providing services to the grant.
The Provider is to determine the per mile rate that they reimburse staff for (Cell [E12])
Maricopa County Department of Public Health has adapted a standard formula to apply all mileage reimbursements budgets.

The mileage budget form requires the following entries:

- (A) Enter the number of FTE both Administrative and Direct Service in the corresponding row.
The information will automatically populate as the Personnel form is completed.
- (B) Enter the annual miles that are annually budgeted for one (1) FTE staff person.
***Do not use partial FTEs, only the annual miles for 1 FTE.**
- (C) [Cell E16] Enter the current rate used by your organization to reimburse mileage requests
- (G) Provide a detailed justification of the travel budget requested, both Administrative Cost and Direct Services.

Cell References: (D), (E), and (F) are calculated automatically.

Other Allowable Travel

In some cases, other travel may be allowed under the Ryan White Title I Grant.
Each item listed in this section must have a detailed and accurate budget justification attached.

At this time, Maricopa County Department of Public Health has determined that costs included in

this section are Administrative Costs

- (A) Enter the dates that the other travel is expected.
- (B) and (C) Enter the estimated cost and description of the expense
*this can include car rental, parking fees, etc.
- (G) Provide a detailed description of the justification, in relation to Ryan White Title I services as awarded in this grant.

Columns (D), (E), and (F) are calculated automatically.

Supplies

B05-SP-1

Use this form to create the supplies budget for the Ryan White Title I grant for this budget packet. Supplies can include general office supplies, (pens, paper, etc.) and program and medical supplies.

Section I General Office Supplies

Maricopa County Department of Public Health has initiated a standard allocation model for general office supplies:
(Administrative Allocation = Total Budget x Percent of administrative FTE to total FTE)

When completing the general office supplies chart manually, use the information calculated in (N), (O), (P), and (Q) of the Personnel Worksheet (Form B05-PE-1)

Section II Program Supplies

This chart can be used to identify and budget for program specific and/or medical supplies used in providing services. Program Supplies have been determined to be Direct Service Costs, however final determination resides with Maricopa County Department of Public Health.

Equipment

B05-EQ-1

Use this form to budget for equipment needed to support services under this Title I grant.

Indicate the item budgeted, the total budgeted amount, and a detailed justification of the equipment to be purchased.

Contractual

B05-CT-1

Use this form to budget for consulting, contract labor, and/or subcontracts in conjunction with operating this Title I grant.

For each section, indicate the name, licenses/qualifications, hours budgeted, quoted rate, dates of service, and a detailed justification for why these services are necessary to provide services.

Other Program Support B05-SP-1

Use this form to budget for other support necessary to provide services under this grant. This form applies the FTE ratio for the expenditures including: telephone, postage, copying, and utilities.

Other Professional Services B05-PF-1

Use this form to budget for other professional services; audit/accounting, insurance, rent/space, or other professional services.

For each section, indicated the provider of service(s), the rate, a detailed description of the services provided, and the method of calculating the budget for this Title I grant.

This section allows providers to indicate the percentage requested as administrative and direct service. Final determination reside with Maricopa County Department of Public Health County Department of Public Health.

**NAME OF
ORGANIZATION:**

Body Positive

Fed. Employee ID #
(FEIN)

86-0695862

ADDRESS:

Body Positive

1144 East McDowell, Suite 200

Phoenix, Arizona 85006

AUTHORIZED
CONTACT

Cheryl Weiner

TELEPHONE

602-307-5330

FAX

602-307-5021

E-MAIL

cweiner@bodypositive.org

PRIMARY CONTACT

Cheryl Weiner

TELEPHONE

602-307-5330

FAX

602-307-5021

EMAIL

cweiner@phoenixbodypositive.org

SERVICE CATEGORY

Targeted Outreach

GRANT PERIOD:

03/01/2008
Start Date

02/28/2009
End Date

AMOUNT

\$80,000.00

(Section I)

Organization

Service Category

Grant Period

Body Positive			Contract Number
Targeted Outreach			
March-08	Through	February-09	

(Enter Contract #)**Narrative of Grant:**

(Enter the Planning Council Definition of this service.)

(Section II)**Budget Requested:**

\$ 80,000.00

Operating Expenses			Administrative Budget	Direct Service Budget	Total Budget
Personnel:	Salaries	2.0633 FTE	\$3,135.60	\$59,040.80	\$62,176.40
Personnel:	Fringe/Benefits		624.30	11,755.02	12,379.32

Subtotal: Personnel

3,759.90	70,795.82	74,555.72
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Other Direct Costs

Travel		-	1,304.20	1,304.20
Supplies		4.31	1,944.27	1,948.58
Equipment		-		
Contractual		-	-	-
Program Support		8.52	287.98	296.50
Other Professional Services		1,895.00	-	1,895.00

Subtotal: Other Direct Costs		1,907.83	3,536.45	5,444.28
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Total Operating Expenses		5,667.73	74,332.27	80,000.00
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(Personnel and Other Direct Costs)

Indirect Costs		-		-
Indirect Rate		0%		

(Providers claiming an indirect cost must submit their most current negotiated

indirect cost rate issued by the cognizant federal agency.)

Total Costs of Grant	(Percent of Total)	5,667.73	74,332.27	\$80,000.00
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(Total Operating Expenses plus Indirect Costs)

7%	0%
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GRANT BALANCE

(Grant Revenue less Total Costs of Grant)

\$(0.00)

Finance Approval

Date:

Exec. Director Approval

Date:


Administrative Agent

Date:

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The following tabs are to be used to update the Budget Cover Sheet.

All backup is required with each grant.

 These cells indicate provider required entry.

Personnel All staff paid in full or part from this Ryan White Title I grant are to be listed in the following chart.

Staffing

Provider Entry	Auto Calculation
----------------	------------------

(C)	(C - a)	(D)	(E)	(F) = (A)*(E)*(D)	(G) = (F)*(B)	(H)	(I)	(J) = (F)*(I)	(K) = (G) * (I)	(L) = (F) - (J)	(M) = (G) - (K)
Staffing Body Positive Targeted Outreach											
				Gross	Benefits						
Position Title	Last Name	FTE	Rate	Applied to grant per FTE	Applied to grant per FTE	Job Status	Percent applied as Administrative	Gross Admin Salary	Gross Admin Benefits	Direct Service Salary	Direct Service Benefits
Director of Prevention	Haverstock	0.0553	25	2,875.60	572.53	A	100%	2,875.60	572.53	-	-
Oversees personnel, compliance and deliverables of Targeted Outreach program											
Director of Finance	Murripala	0.008	31.25	520.00	103.53	D	50%	260.00	51.77	260.00	51.77
Manages Outreach coordinator and specialist's daily activities and conducts at least 1 intermediary presentation per month											
Outreach Coordinator	Lockwood	1	14.36	29,868.80	5,946.88	D	0%	-	-	29,868.80	5,946.88
Provides outreach, case finding and intermediary presentations to provide linkage to services for HIV+ MSM who are not connected to PMC											
Outreach Specialist	Wells	1	13.9	28,912.00	5,756.38	D	0%	-	-	28,912.00	5,756.38
Provides outreach, case finding and intermediary presentations to provide linkage to services for HIV+ MSM who are not connected to PMC											
				-	-			-	-	-	-

(A)

Calculating Annual Salary	2080
---------------------------	------

(Rate x Annual Hours)

(B)

Benefits	
Benefits	Percent
payroll tax	7.65%
SUTA	1.53%
Workers Comp	0.40%
Health Insurance	7.60%
401K Plan	2.10%
Dental Insurance	0.34%
Life Insurance	0.29%
TOTAL	19.91%

				-	-			-	-	-	-
				-	-		0%	-	-	-	-
TOTAL		2.0633		62,176.40	12,379.32			3,135.60	624.30	59,040.80	11,755.02

(Admin)	0.059	FTE	(N) = (D) * (I)		3%	(P) = (N) / ((N) + (O))
(Direct Service)	2.004	FTE	(O) = (D) * (1-(I))	Percent FTE	97%	(Q) = (O) / ((N) + (O))

2.06

TRAVEL

Travel can be budgeted for the cost of staff mileage and other travel associated with Ryan White CARE Act Title I funds.

- 1 Mileage** Mileage will be budgeted utilizing the standard calculation of annual miles for a full time staff person x the rate determined by your organization per mile x the number of FTE(s) budgeted to provide services under this grant.

	(A)	(B)	(C)	(D) = (B)*(C) (A)	(E)	(F)	(G)
Mileage Body Positive Targeted Outreach							
	FTE	Annual Miles Budgeted (Per 1 FTE)	Miles Applied to Grant	Budget \$0.40	Admin	Direct Svc	Description
1	Admin	0.0593	0	\$-	-	-	
2	Direct Svc	2.004	3260.508	1,304.20		\$1,304.20	Mileage for direct service staff in support of contract service deliverables
	TOTAL	1627	3260.508	1,304.20	-	1,304.20	\$1,304.20

(Total Miles applied to this grant)

(B) Note - Budget annual mileage for 1 FTE.

2 Other Allowable Travel

At this time, Maricopa County Department of Public Health has determined that costs included in this section are Administrative Costs.

	(A)	(B)	(C)	(D) = (B)+(C)	(E) = (D)	(F)	(G)
Other Allowable Travel Body Positive Targeted Outreach							
	Dates of Travel	Cost Line Item	Cost Line Item	Total Budget	Admin	Direct Service	Description
1		\$-	\$-	-	-	0	
	Description					0	
2		\$-	\$-	-	-	0	
	Description					0	
3		\$-	\$-	-	-	0	
	Description					0	
				-	-	-	\$-

SUMMARY	(Travel)	Admin	Direct Service	Total
		-	1,304.20	1,304.20

The supplies line item is used to budget funds for supplies used in the operations of the budget. This category can include general office supplies and program/medical supplies.

- 1 **General Office Supplies: includes pens, paper, toner, etc.** (Apply at FTE Ratio)

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
General Office Supplies Body Positive Targeted Outreach					
Item	Annual Budget	Admin 3%	Direct Service	Total	Narrative
1 General Office Supplies	150	4.31	145.69	150.00	Pens, pencils, paper and files for documentation of service delivery
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
TOTAL		4.31	145.69	TOTAL	\$150.00

- 2 **Program Supplies**

Program Supplies have been deemed Direct Service.

	(A)	(B)	(C)	(D) = (B)	(E)	(F)
Program Supplies Body Positive Targeted Outreach						
Description	Annual Budget	Admin	Direct			Narrative
1 Web Access	254.08	0	254.08			Service to provide Internet access to individuals
2 Handouts	1544.5		1,544.50			Handouts are used to engage individuals in conversation and provide details on Counseling and Testing
3			-			
4			-			
5			-			
	TOTAL	-	1,798.58	TOTAL		\$1,798.58

Equipment less than \$1,000 -
includes computers, fax machines,
shredders, and adding machines to be
used in the operations of this grant.

(Apply at FTE Ratio)

3

	(A)	(B)	(C) = (A)*(1-(B))	(D) = (B) + (C)	(E)
Equipment less than \$1,000 Body Positive Targeted Outreach					
Description	Allocated Budget	Admin 3%	Direct Service	Total	Narrative
1	0	-	-	-	
2		-	-	-	
3		-	-	-	
4		-	-	-	
5		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

Summary

4.31

1,944.27

The equipment line item is budgeted for equipment purchased or leased in conjunction with operations of the grant.

Equipment greater than \$1,000

- 1 Equipment greater than \$1,000 - Include large equipment necessary to be used in the operations of this grant. Please note that there are more requirements for approval.

(A)		(B)	(C)	(D) = (B * (1 - (C)))	(D) = (B) + (C)	(E)
Equipment greater than \$1,000 Body Positive Targeted Outreach						
Item Budgeted	Amount Budgeted	Admin 3%	Direct Service	Total	Narrative	
1	0	-	-	-		
2		-	-	-		
3		-	-			
4		-	-			
5		-	-			
		-	-			
TOTAL		-	-	TOTAL	\$-	

The Contractual line item is used for consulting and contracting to be utilized in conjunction with operations of the grant.

This budget category includes payments to outside consultants and temporary services. Use this section for both professional and clerical support.

Consulting

1 Consulting - Include any payments anticipated for consulting and capacity building services

Consulting Body Positive Targeted Outreach									
Consultant	Hours Budgeted	Quoted Rate	Total Budget	Admin Budget %	Admin Budget	Direct Service	Dates of Service		
1		0	-	0%	-	-			
Licenses / qualifications									
Narrative									
2	0	0	-	0%	-	-			
Licenses / qualifications									
Narrative									
3			-		-	-			
Licenses / qualifications									
Narrative									
4									
				TOTAL	-	-	\$-		

Subcontracts

- 2 Include any payments for subcontracts to provide services under this grant.

Backup is required for each subcontract listed in this section. Maricopa County Department of Public Health

will enforce the 10% administrative Cost Cap established by HRSA for first-line entities receiving Title I funds.

Subcontracts Body Positive Targeted Outreach									
	Contract Provider	Units/Hours Budgeted	Quoted Rate	Total Budget	Admin Rate	Admin Budget	Direct Service	Dates of Service	
1	Delta			-	0%	-	-		
	Service(s) Provided								
	Narrative								
2				-		-	-		
	Service(s) Provided								
	Narrative								
3				-		-	-		
	Service(s) Provided								
	Narrative								
					TOTAL	-	-	\$-	

Other Program Support

1 Telephone

Telephone Body Positive Targeted Outreach					
Description	Annual Amount Budgeted	Admin 3%	Direct Service	Total	Narrative Justification
1 Cell Phones	0	-	-	-	
2 Direct Line	200	5.75	194.25	200.00	Phone service to contact venues for presentations and contacts
3		-	-		
		-	-		
TOTAL		5.75	194.25	TOTAL	\$200.00

2 Copy/Duplicating

Copy/Duplicating Body Positive Targeted Outreach					
Description	Budget	Admin 3%	Direct Service	Total	Narrative Justification
1	Program Brochures				
	0		-	-	
2	Other Copying/Duplicating				
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
TOTAL		-	-	TOTAL	\$-

3 **Postage**

Postage Body Positive Targeted Outreach					
Description	Amount Budgeted	Admin 3%	Direct Service	Total	Narrative Justification
1 Postage 0 Targeted Outreach	96.5	2.77	93.73	96.50	Mailings for direct service to clients
		-	-		
TOTAL		2.77	93.73	TOTAL	\$96.50

4 **Utilities**

Utilities have been deemed 100% administrative. (Ruling 6.6.B05)

Utilities Body Positive Targeted Outreach					
Description	Amount Budgeted	Admin 3%	Direct Service	Total	Narrative Justification
1	0	-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

4 **Other Program Support**

Other Program Support Body Positive Targeted Outreach					
Description	Budgeted Amount	Admin 3%	Direct Service	Total	Narrative
1	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
	0	-	-	-	
		-	-	-	
TOTAL		-	-	TOTAL	\$-

1 Audit/Accounting/Finance

Audit/Accounting/Finance Body Positive Targeted Outreach							
Vendor	Hours Budgeted	Quoted Price*	Total Price	Dates of Service	Admin	Direct Service	Description
a	0	0	-		-		
Cost Method Used							
Budget Justification							
b			-		-		
Cost Method Used							
Budget Justification							
c					-		
Cost Method Used							
Budget Justification							
				TOTAL	-		\$ -

2 Insurance

Insurance Body Positive Targeted Outreach							
Insurance Type	Annual Premium	Percent To grant	Total Grant	Dates of Service	Admin	Direct Service	Description
a Liability	20,000	1%	200.00		200.00		
Cost Method Used	Insurance is allocated by FTE at the rate of \$606 per FTE						
Budget Justification	There are 2.0 FTEs allocated to this contract						
b	0	0%	-		-		
Cost Method Used							
Budget Justification							
c		0%	-		-		
Cost Method Used							
Budget Justification							
				TOTAL	200.00		\$ 200.00

3 Rent/Space

a	Rent/Space Body Positive Targeted Outreach								
	Provider	Annual Rent	Percent to Grant	Total Grant	Dates of Service	Admin	Direct Service	Description	
	Thore	226,000	1%	1,695.00		1,695.00		rental of office space	
	Cost Method Used	Based on Sq. ft this program requires 1% of the total rental space							
	Budget Justification								
					TOTAL	1,695.00		\$ 1,695.00	

4 Other Professional Service

Other Professional Service Body Positive Targeted Outreach									
	Vendor	Hours Budgeted	Quoted Price*	Total Price	Admin Budget %	Admin	Direct Service	Description	
a		0	0	-	0%	-	-		
	Cost Method Used								
	Budget Justification								
b			-		-	-			
	Cost Method Used								
	Budget Justification								
c					-	-			
	Cost Method Used								
	Budget Justification								
			-	TOTAL	-	-	\$ -		

Complete the yellow sections for this template. All information will be linked to the Unit Cost sheet of this work book
 This sheet allows for planning and cost calculations for services to be provided under this grant.
 Providers may utilize this sheet to determine costs of units that they are proposing for the contract.
 Providers also have the option to utilize the Unit Cost Narrative sheet at the end of this workbook.

Body Positive
Targeted Outreach

(B) Product / Unit Name	(C) Number of Units Proposed	(D) Proposed Fee Per Product/Deliverable	Schedule of Deliverables												(E) Total Payment Per Objective/Activity
			Mar	Apr	May	June	July	Aug	Sep	Oct	Nov	Dec	Jan	Feb	
Brief Contacts	2,920	22.90	243	244	243	244	243	244	243	244	243	243	243	243	66,868.00
Case Findings	12	933.64	1	1	1	1	1	1	1	1	1	1	1	1	11,203.68
Intermediary Presentations	36	53.78	3	3	3	3	3	3	3	3	3	3	3	3	1,936.08
	-	-													-
	-	-													-
	-	-													-
	-	-													-
	-	-													-
	2,968		247	248	247	248	247	248	247	248	247	247	247	247	

80,007.76
 \$80,000.00
 \$7.76
 (Over Budget)

- (A) From the Work Statement - enter which activity this unit relates to.
 (B) Product/Unit Name - Enter the name that identifies this unit.
 (C) Enter the number of units proposed for the contract year.
 (D) This fee calculates automatically, based on the budget and unit cost from the Unit Cost Worksheet.
 Schedule of Deliverables Enter the number of units BY MONTH proposed in the corresponding column and row.
 (E) This calculates the total amount budgeted, based on proposed units x proposed fee, for this contract.

Instructions:
Use this worksheet to submit manual calculations of proposed reimbursement rates for

services provided under this grant.

Complete one section for each unit of service proposed. (i.e, face-to-face visit)

It is the Provider's responsibility to adequately identify costs associated with this service.

Unallowable and/or unnecessary costs will be rejected by MCDPH.

Unit Name:

Definition:

Brief Contacts
Identify and engage in 15 minute or longer conversations MSM who are believed to be at risk for HIV or who are HIV+ and have not participated in Primary Medical Care Services in the past 6 months. Provide individuals with information and support to know thier current status or to participate in primary medical care services.

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

15 minute or more conversation

Reimbursement Rate Requested:

\$ 22.91

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	Personal, benefits, office space, mileage, phone, program and office supplies, liability insurance	22.91	This is a labor intensive unit of service that may or may not yield results in multiple conversations. It takes approximately 30 minutes of preparation and false start conversations to achieve one 15 minute conversation with an individual.
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	22.91	

Description of Cost

Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:

Definition:

Case Finding
To identify and support enrollment into HIV primary medical care services HIV + MSM who have not received service in the past six months

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 individual who is connected and participates in Primary Medical Care

Reimbursement Rate Requested:

\$ 933.64

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	Personal, benefits, office space, mileage, phone, program and office supplies, liability insurance	933.64	It takes an average of 40 hours of follow-up/follow-through to connect an individual with PMC
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	933.64	

Description of Cost

Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:

Definition:

Intermediary Presentations
Provide intermediary development presentations to groups or persons who may have contact with MSM to include information on: role, benefits, and need for providing services especially consistent linkage to medical care for HIV+ MSM

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

1 sixty minute or longer presentation to groups or persons who have access to or connections with HIV+ individuals who are not currently connected with PMC

Reimbursement Rate Requested:

\$ 53.78

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:

(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1	Personal, benefits, office space, mileage, phone, program and office supplies, liability insurance	53.78	It takes an average of 4 hours to set-up, drive to and from and deliver an intermediary presentation.
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	53.78	

Description of Cost

Identify the cost associated with providing this cost.
(i.e., personnel and benefits utilized in providing one unit.)

Cost

Input the amount PER UNIT

Narrative

Justification

Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost.
any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

Unit Name:
Definition:

(Briefly describe and define the unit of service that you are proposing)

Unit Measurement:

--

Reimbursement Rate Requested:

--

(enter the rate at which you are submitting to be reimbursed for this service.)

* This number must match the total in the section below.

Unit Cost:
(PER UNIT)

(Use this section to justify the rate at which you are requesting to be reimbursed.)

	Description of Cost	Cost	Narrative Justification
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
	Total	-	

Description of Cost	Identify the cost associated with providing this cost. (i.e., personnel and benefits utilized in providing one unit.)
Cost	Input the amount PER UNIT
Narrative Justification	Briefly describe how this cost was calculated, the reason for this cost, and any other information relevant to justify the cost. any other information relevant to justify this cost.

1

Unit of Service (Name)
Unit Definition
(Describe the Unit)

Brief Contacts

15 minute conversations with individuals suspected to be at high risk for infection, i.e. intravenous drug users, and individuals who have previously tested HIV+ but have not dropped out of services

Units Proposed

2920

Percent of Total

98%**Direct Costs**

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Outreach Coordinator	Identify venues for recruitment and identify HIV + individuals who are not participating in PCM; engage them in non-confrontive conversation and provide information regarding services available	13.00	2.59	16	60	15.59
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						15.59

Other Direct Costs

	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	1,304.20	2,920	98%	0.44
Supplies	1,944.27			0.66
Equipment	-			-
Contractual	-			-
PS	287.98			0.10
Other Direct Costs	-			-
				16.78

Administrative Costs

	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,135.60	624.30	3,759.90	98%	2,920.00	1.27
Total Admin Labor Cost						1.27

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,135.60	624.30	3,759.90	0%	12.00	1.27
Total Admin Labor Cost						1.27
Other Direct Costs	Total Admin Cost	Units Prop	Percent to total			
Travel	-	12	0%			
Supplies	4.31				0.00	
Equipment	-				-	
Contractual	-				-	
PS	8.52				0.00	
Other Direct Costs	1,895.00				0.64	
						1.91
Indirect	-				-	
						938.40

3

Unit of Service (Name)	Intermediary Presentations					
Unit Definition (Describe the Unit)	Provide intermediary development presentations to groups or persons who may have contact with MSM. Presentations will be 1 hours in length and reach a wide variety of agencies and organizations that have direct contact with the MSM at risk community.					
Units Proposed	36					
Percent of Total	1%					
Direct Costs						
POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
Outreach Coordinator	Provide groups with information including: role, benefits and need fror providing services especially consistant linkage to medical care for HIV+ MSM	13.00	2.59	16	180	46.76
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
						46.76

Other Direct Costs	Total Direct Cost Budget	Units Prop	Percent to total	
	Travel 1,304.20	36	1%	0.44
	Supplies 1,944.27			0.66
	Equipment -			-
	Contractual -			-
	PS 287.98			0.10
	Other Direct Costs -			-
				47.96

Administrative Costs	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,135.60	624.30	3,759.90	1%	36.00	1.27
Total Admin Labor Cost						1.27

Other Direct Costs	Total Admin Cost	Units Prop	Percent to total	
	Travel -	36	1%	-
	Supplies 4.31			0.00
	Equipment -			-
	Contractual -			-
	PS 8.52			0.00
	Other Direct Costs 1,895.00			0.64
				1.91
Indirect	-			-
				49.87

	4
Unit of Service (Name)	0
Unit Definition (Describe the Unit)	
Units Proposed	0
Percent of Total	0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

	Total Direct Cost Budget	Units Prop	Percent to total		
Travel	1,304.20	-	0%		#DIV/0!
Supplies	1,944.27				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	287.98				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs

	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,135.60	624.30	3,759.90	0%	-	#DIV/0!
	Total Admin Labor Cost					#DIV/0!

Other Direct Costs

	Total Admin Cost	Units Prop	Percent to total		
Travel	-	-	0%		#DIV/0!
Supplies	4.31				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	8.52				#DIV/0!
Other Direct Costs	1,895.00				#DIV/0!
					#DIV/0!

Indirect

-

#DIV/0!
#DIV/0!

5

Unit of Service (Name)
Unit Definition
(Describe the Unit)

0

Units Proposed
Percent of Total

0

0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

	Total Direct Cost Budget	Units Prop	Percent to total	
Travel	1,304.20	-	0%	#DIV/0!
Supplies	1,944.27			#DIV/0!
Equipment	-			#DIV/0!
Contractual	-			#DIV/0!
PS	287.98			#DIV/0!
Other Direct Costs	-			#DIV/0!
				#DIV/0!

Administrative Costs

	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,135.60	624.30	3,759.90	0%	-	#DIV/0!
						#DIV/0!

Total Admin Labor Cost

Other Direct Costs

	Total Admin Cost	Units Prop	Percent to total	
Travel	-	-	0%	#DIV/0!
Supplies	4.31			#DIV/0!
Equipment	-			#DIV/0!
Contractual	-			#DIV/0!
PS	8.52			#DIV/0!
Other Direct Costs	1,895.00			#DIV/0!
				#DIV/0!
Indirect	-			#DIV/0!
				#DIV/0!

6

Unit of Service (Name)	0
Unit Definition (Describe the Unit)	
Units Proposed	0
Percent of Total	0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

	Total Direct Cost Budget	Units Prop	Percent to total		
Travel	1,304.20	-	0%		#DIV/0!
Supplies	1,944.27				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	287.98				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs

	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,135.60	624.30	3,759.90	0%	-	#DIV/0!
						#DIV/0!

Total Admin Labor Cost

Other Direct Costs

	Total Admin Cost	Units Prop	Percent to total		
Travel	-	-	0%		#DIV/0!
Supplies	4.31				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	8.52				#DIV/0!
Other Direct Costs	1,895.00				#DIV/0!
					#DIV/0!

Indirect

-

#DIV/0!
#DIV/0!

Unit of Service (Name)	0
Unit Definition (Describe the Unit)	
Units Proposed	0
Percent of Total	0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

	Total Direct Cost Budget	Units Prop	Percent to total		
Travel	1,304.20	-	0%		#DIV/0!
Supplies	1,944.27				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	287.98				#DIV/0!
Other Direct Costs	-				#DIV/0!
					#DIV/0!

Administrative Costs

	Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
Salaries	3,135.60	624.30	3,759.90	0%	-	#DIV/0!
						#DIV/0!

Total Admin Labor Cost

	Total Admin Cost	Units Prop	Percent to total		
Other Direct Costs					
Travel	-	-	0%		#DIV/0!
Supplies	4.31				#DIV/0!
Equipment	-				#DIV/0!
Contractual	-				#DIV/0!
PS	8.52				#DIV/0!
Other Direct Costs	1,895.00				#DIV/0!
					#DIV/0!
Indirect	-				#DIV/0!
					#DIV/0!

8

Unit of Service (Name)
Unit Definition
(Describe the Unit)

0

Units Proposed
Percent of Total

0

0%

Direct Costs

POSITION	Direct Services duties (provide a brief narrative of what this person will be doing for this unit)	Hourly Rate (or average if more than one FTE)	Hourly BNF	Total Salary and Benefits (Hourly)	Direct Svc Time spent (minutes)	
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-
		-	-	-	-	-

Other Direct Costs

Total Direct Cost Budget	Units Prop	Percent to total		
1,304.20	-	0%		#DIV/0!
1,944.27				#DIV/0!
-				#DIV/0!
-				#DIV/0!
287.98				#DIV/0!
-				#DIV/0!
				#DIV/0!

Administrative Costs

Admin Salaries	Admin BNF	Ttl Admin	% of Ttl	Units	per unit
3,135.60	624.30	3,759.90	0%	-	#DIV/0!
Total Admin Labor Cost					#DIV/0!

Other Direct Costs

Total Admin Cost	Units Prop	Percent to total		
-	-	0%		#DIV/0!
4.31				#DIV/0!
-				#DIV/0!
-				#DIV/0!
8.52				#DIV/0!
1,895.00				#DIV/0!
				#DIV/0!

Indirect

-

#DIV/0!

#DIV/0!

ATTACHMENT C

Work Plan

Body Positive, Inc.

FY 2008/2009 WORK PLAN FOR *Targeted Outreach For MSM*

Performance Measure FY 2007/2008:

1) Number of new clients = 3,293	Brief contacts – 2,920	4)	=
2) Number of returning clients = 12	Case Findings - 12	5)	=
3) Face to Face presentations = 36	Intermediary Presentations	6) % of compliance	=
		7) Total # unduplicated clients	

Challenge:

To develop a systematic method that will identify and directly or indirectly contact HIV infected Men who have Sex with Men (MSM) not receiving services/not in the system of care and link them to primary medical services.

Goal:

To provide early detection and enrollment of 12 HIV-positive MSM into primary medical services, thereby improving health and well-being of individuals, consequently, decreasing medical costs and the transmission of HIV to others.

OBJECTIVES:	ACTIVITIES	HOW GOALS WILL BE MEASURED/ATTAINED/EVALUATION METHODS	IMPLEMENTATION PLAN/POSITIONS REQUIRED
<p>Objective A: To identify HIV-positive MSM in Maricopa and Pinal Counties and determine if they have been enrolled in primary medical care service during the past six months.</p>	<p>The project will:</p> <ul style="list-style-type: none"> Identify MSM who are HIV positive and not enrolled in primary medical care. Encourage and support high-risk MSM in knowing their current status by referral to HIV Counseling and Testing. Provide out of service HIV-positive MSM with information about the benefits of consistently participating in primary medical care services. Provide out of service HIV-positive MSM with referrals and support for service linkage to primary medical care. <p>Responsible staff: Outreach Staff who provide direct services</p>	<p>Narrative Measure Statement: Staff members will identify venues or Internet sites where Maricopa and Pinal County MSM congregate, facilitate rapport with them, engage them in conversation and determine their HIV status and or risk for HIV. If HIV positive and not in service then begin service referral process and if status is unknown refer for HIV C&T. Follow-up and follow-along will be provided until individual is linked with appropriate service(s) or tests negative – see case finding Objective B)</p> <p>Documentation for each brief contact will be kept by the outreach staff member to include: staff member name, time of contact, contact first name, contact demographic information and venue where contact was made and a brief summary of the conversation. The brief contact data information will be entered in the database and be cross- referenced to files of</p>	<ul style="list-style-type: none"> Identify appropriate venues Train staff members on safe and appropriate outreach conduct and appropriate information to deliver Develop appropriate outreach materials Train staff members on use of documentation forms Secure permission to outreach at identified venues Ensure that database is designed to store needed data – train staff on input procedures Provide staff with cultural competency training Ensure that staff members have basic HIV training/education Monitor staff performance by supervisor presence during select conversations

		<p>any case findings that result from brief contacts.</p> <p>This service unit activity will be ongoing through-out the contract period.</p> <p>Service Unit Name: Brief contacts</p> <p>Service Unit Description: 15 minute contact with a person face to face.</p> <p>Units to be Provided: A total of 2,920 brief contacts will be provided.</p>	
<p>Objective B: To identify and support enrollment into HIV primary medical care services HIV positive MSM who have not received service in the past six months.</p>	<p>The project will:</p> <ul style="list-style-type: none"> • Support identified HIV positive MSM, who have not been participating in primary medical care for a minimum of 6 months, to become linked and begin participation in primary medical care services. • To provide HIV-positive MSM not linked to services with information about the benefits of continued medical care. • To provide follow-up and follow-along support to identified individuals to encourage and empower them to become linked with primary medical care services. 	<p>Narrative Measure Statement: Identified individuals will be provided with Outreach Staff support in securing primary medical care services. Individuals needs will be assessed and linked to services that are most appropriate to their immediate needs (case management, behavioral health counseling, immediate linkage to primary medical care, etc.) and the Outreach staff will provide follow-up and follow-along support until they are actually linked to and participate in primary medical care. Confidential Case Finding client files will be kept and will include: client demographics, proof of HIV status, proof of residency, blue sheet notes for follow-up and follow-along contacts, and documentation of linkage to primary medical care.</p> <p>Data on case findings will be input to database.</p> <p>This service unit activity will be ongoing throughout the contract period.</p>	<ul style="list-style-type: none"> • Develop working procedures with case managers, primary medical care providers and other ASO providers in Maricopa and Pinal Counties (done) • Develop necessary documentation forms • Train staff members on appropriate procedures to providing follow-up and follow-along services for case finding clients. • Train/update staff members on community resources. • Train staff on data base input • Train staff on how to properly document case findings

	<p>Responsible staff:</p> <p>Outreach staff members.</p>	<p>Service Unit Name:</p> <p>Case findings.</p> <p>Service Unit Description:</p> <p>A case finding will consist on one HIV-positive MSM who have been out of primary medical care for a minimum of six months being linked to primary medical care.</p> <p>Units to be Provided:</p> <p>12 case findings will be provided.</p>	
<p>Objective C:</p> <p>Provide intermediary development presentations to groups or persons who may identify as part of the High-Risk MSM targeted community.</p>	<p>The project will:</p> <ul style="list-style-type: none"> • Provide groups or persons with information including: role, benefits, and need for providing services especially consistent linkage to medical care for HIV-positive MSM. • Provide additional community support in linking HIV-positive MSM to primary medical care. • Provide access to HIV-positive MSM who may not frequent more traditional MSM venues. <p>Responsible staff:</p> <p>Outreach Staff Members</p>	<p>Narrative Measure Statement:</p> <p>Groups or persons within the targeted MSM population will be provided with a 60 minute presentation on the role, benefits and need for providing services especially primary medical care for an individual who is living with HIV positive. The presentation may include handouts and audio/visuals. Records of participants, presentation sites, and times of presentations will be kept. Participants will be asked to evaluate the presentation effectiveness. Number of units reported in the data base will be based on number of actual presentations. With back up data on file.</p> <p>This service unit activity will be ongoing through-out the contract period.</p> <p>Service Unit Name:</p> <p>Intermediary presentations</p> <p>Service Unit Description:</p> <p>60-minute presentation to groups or individuals</p> <p>Units to be Provided:</p> <p>36 intermediary presentations will be provided.</p>	<ul style="list-style-type: none"> • Identify appropriate presentation groups or individuals • Train staff members on appropriate information to deliver • Develop appropriate presentation materials (Spanish/English) • Train staff members on use of documentation forms • Schedule presentations • Ensure that database is designed to store needed data • Follow-up with groups or individuals for possible referrals

SOUTHWEST CENTER FOR HIV/AIDS INC., 1144 EAST MCDOWELL ROAD #200, PHOENIX, AZ 85006* BODY POSITIVE INC.

PRICING SHEET: NIGP CODE 9487404

Terms:	NET 30
Vendor Number:	W000006052 X
Telephone Number:	602/307-5330
Fax Number:	602/307-5021
Contact Person:	Carol Poore
E-mail Address:	cpoore@swhiv.org
Certificates of Insurance	Required
Contract Period:	To cover the period ending March 31, 2014 .

***Effective Date 08-18-08**